

DEVELOPMENT AGREEMENT

Between

THE CITY OF SEATTLE

And

THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

Regarding

CAPITOL HILL STATION TRANSIT ORIENTED DEVELOPMENT

This Development Agreement (“Agreement”) is entered into by and between THE CITY OF SEATTLE (“City”), a Washington municipal corporation, and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“Sound Transit”), a regional transit authority created pursuant to Chapter 81.104 RCW and Chapter 81.112 RCW (together the “Parties”).

RECITALS

- A. Sound Transit is constructing its Capitol Hill Station (“Station”) as part of its University Link light rail project between downtown Seattle and the University of Washington campus. The Station is an underground station with three above-ground entrances and a ventilation shaft structure.
- B. The North Entry to the Station and a ventilation shaft will be located on the block bounded on the west by Broadway East, on the east by 10th Avenue East, on the north by East John Street, and on the south by East Denny Way. The entirety of this area is presently devoted to construction of the underground station and transit tunnels.
- C. Sound Transit also acquired multiple parcels located immediately south of East Denny Way between Broadway and East Nagle Place on which the South Entry will be constructed; and two parcels located on the west side of Broadway, starting approximately 60 feet south of East Denny Way, on which the West Entry will be constructed. These areas also are presently devoted to construction staging.
- D. On August 8, 2011, the City’s Department of Planning and Development (“DPD”) issued its Analysis and Decision of the Director for application numbers 3009795, 3009792, and 3009794, approving the Master Use Permit (“MUP”) for the Station entry buildings and the ventilation shaft structure. This Agreement does not alter the approvals granted by this prior MUP in any manner, and this Agreement should be interpreted to be consistent with the MUP.
- E. The Station parcels are within the Capitol Hill Station Area Overlay District, and once construction of the Station is complete, the parcels not needed by Sound Transit for Station entrances and the ventilation shaft, comprising approximately 107,459 square

feet, will be surplus to Sound Transit's needs. Sound Transit must sell surplus property at fair market value pursuant to its adopted policies for disposition of surplus real property.

- F. On September 19, 2011, the City Council passed Ordinance No. 123711, adopting SMC 23.61.016 to facilitate use of the development agreement authority granted by RCW 36.70B.170 through .210. Those City and State Code sections provide the primary regulatory context for this Agreement.
- G. Beginning in 2006, the City and Sound Transit engaged with the Capitol Hill community to plan for transit-oriented development on the portions of the parcels that will be surplus to Sound Transit's needs. This planning process included development of the *Capitol Hill Light Rail Station Sites Urban Design Framework* ("UDF"), which expresses the community's vision and its recommendations for development of these properties.
- H. Sound Transit developed its *Coordinated Development Plan*, dated May 2013 ("CDP") attached as **Exhibit 2**, in response to the UDF and its adopted policies for disposition of surplus real property. The CDP is intended to provide flexibility for developers to comply with the vision of the UDF while responding to market conditions and Sound Transit's requirements.
- I. The CDP identifies five Sites: A, B-North, B-South, C, and D. This Agreement applies to those five Sites, the area of which is legally described in **Exhibit 1**.
- J. All five Sites are zoned Neighborhood Commercial, and approximately half of Site D also is within the Major Institution Overlay District of Seattle Central Community College. The Broadway-facing areas of Sites A, C, and D are within a Pedestrian Designated overlay zone.
- K. Sound Transit will dispose of Sites A, B-South, and C by means of a competitive process that will begin with a Request for Qualifications ("RFQ"), followed by a Request for Proposals ("RFP"). Responses for Sites A, B-South, and C will be evaluated concurrently to allow developers to submit individual proposals for each parcel and allow master developers to compete for two or more parcels with a single development proposal. Sound Transit will dispose of Site D through a similar process if Seattle Central Community College does not acquire Site D pursuant to a prior agreement with Sound Transit. Sound Transit will dispose of Site B-North in cooperation with the City's Office of Housing by offering that Site for development exclusively as affordable housing. The timing of these processes will depend upon site availability after construction of the Station is complete, as determined by the Sound Transit Board.
- L. Sound Transit will not send out its RFQ for development of these five Sites until after the City approves Lot Boundary Adjustments so that the boundaries of the legal parcels correspond to the Sites depicted in the CDP.
- M. Sound Transit intends to require each building on the five Sites to be designed and built to achieve, at a minimum, the Leadership in Energy and Environmental Design Silver rating or the Washington Evergreen Sustainable Development Standards.

- N. On October 5, 2012, staff from the City and Sound Transit executed a *Term Sheet Between The City Of Seattle And Sound Transit In Anticipation Of Agreements Regarding Capitol Hill Transit Oriented Development* (“Term Sheet”). The Term Sheet expresses the commitment of staff from the City and Sound Transit to negotiate in good faith a draft of this Agreement to present to the City Council and the Sound Transit Board.
- O. DPD has completed the review required by the State Environmental Policy Act (“SEPA”).
- P. The Director of DPD has submitted her recommendation, consistently with SMC 23.61.016.B and D, that the City Council approve this Agreement.
- Q. The City Council has conducted a public hearing on this Agreement, consistently with SMC 23.61.016.E and RCW 36.70B.200.
- R. The City Council has voted to approve this Agreement, authorized its execution by the Mayor, and adopted site-specific design guidelines that will supplement the Capitol Hill Neighborhood Design Guidelines.
- S. The Sound Transit Board has approved this Agreement and authorized its execution by Sound Transit’s Chief Executive Officer.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and Sound Transit hereby agree as follows:

1. REGULATORY EFFECT OF THIS AGREEMENT

1.1 Future development of Sound Transit’s surplus land on the five Sites shall be regulated by the City pursuant to this Agreement, and by the Seattle Municipal Code to the extent the Code is consistent with this Agreement. In the event of a conflict or inconsistency between this Agreement and the Code, this Agreement shall prevail.

1.2 This Agreement shall not apply to Site D to the extent it is owned and developed by Seattle Central Community College pursuant to its Major Institution Master Plan.

1.3 Any complete application for a MUP submitted to the City before the termination or expiration of this Agreement shall be regulated under, and be reviewed consistently with: (a) this Agreement; and (b) the sections of the Seattle Municipal Code specifically referenced in this Agreement, as those code sections are in effect on the date of this Agreement.

1.4 If a complete application for a MUP submitted to the City before the termination or expiration of this Agreement results in an issued MUP, and if that MUP has not expired or been suspended or revoked, then any complete application for a related construction permit shall be regulated under, and be reviewed consistently with: (a) this Agreement; (b) the sections of the Seattle Municipal Code specifically referenced in this Agreement, as those code sections are in effect on the date of this Agreement; and (c) to the extent they are not inconsistent with this Agreement, the Land Use Code and other land use control ordinances under which the MUP application was considered vested.

1.5 The City and developers of the Sites should consult the UDF and CDP for guidance in interpreting this Agreement, but neither the UDF nor the CDP is regulatory except to the extent that specific portions of the CDP are incorporated into this Agreement.

1.6 Buildings and open spaces constructed on the Sites shall approximately conform to the dimensions and locations depicted in the CDP, which are approximate and not based upon site surveys. However, the total building areas for each of the Sites as set forth on page 2 of the CDP shall not be reduced without the consent of both Parties' designated representatives.

1.7 The number of residential units stated in the CDP are estimates and reflect assumptions about sizes and types of units. Although residential uses are required by the Agreement, no specific number of units is required in any building by this Agreement.

2. USES

2.1 The Broadway-facing areas of Sites A, C, and D shall include pedestrian-oriented nonresidential uses that have the potential to animate the sidewalk environment, as referenced in the CDP.

2.2 Sites A and C shall be developed as mixed use-buildings.

2.3 Site D may be developed either as a mixed-use building or by Seattle Central Community College pursuant to its Major Institution Master Plan.

2.4 All uses permitted in the underlying zones are permitted within the five Sites, except that Site B-South shall be developed only with residential uses or with live-work units, and the west-facing ground floor units may include offices other than customer service offices.

2.5 Site B-North shall be developed exclusively as Affordable Housing, which may include affordable live-work units that do not include a retail use. For purposes of this Agreement, "Affordable Housing" means affordable housing as defined in SMC 23.84A.016, for households with incomes not exceeding 60% of "median income" as defined in SMC 23.84A.025.

2.6 Notwithstanding the limitations imposed by Sections 2.2, 2.4, and 2.5, a community center as defined in SMC 23.84A.018 shall be permitted within the first 40 vertical feet on Sites A, B-North, C, and D. The area of any community center shall be exempt from FAR calculations.

3. GENERALLY APPLICABLE DEVELOPMENT STANDARDS

3.1 Each Site shall achieve these respective Green Factor scores: 0.388 for Site A; 0.388 for Site B-North; 0.399 for B-South; 0.0467 for Site C; and 0.047 for Site D. The Parties intend that these scores will result in a pooled Green Factor score across all Sites of 0.302.

3.2 The maximum parking ratio for residential uses shall be 0.7 stalls per residential unit, as illustrated on page 16 of the CDP. Parking space rents may not be bundled with rents for Affordable Housing or with rents for Affordable Units as defined in Section 5.2.

3.3 Buildings on Sites A, C, and D shall be built to a minimum height of 74'11", with a maximum six floors excluding parking, and a developer may request to build up to 85' in height in order to add an additional floor as provided in Section 5.4.

3.4 Buildings on Sites B-North and B-South shall be built to a minimum height of 74'11" and may be built up to a height of 85' as a matter of right.

4. OPEN SPACE

4.1 Sites A and B-South shall be responsible for the publicly accessible open space areas required by this Agreement and depicted in the CDP, pages 7, 8, and 12. No additional open space is required on any Site beyond what is required by this Agreement.

4.2 Site A shall be responsible for constructing and maintaining two large open space areas: a private street along the eastern boundary of Site A referred to as Nagle Place Extension ("NPE"), and a Plaza immediately west of NPE and south of Sound Transit's Station Vent Shaft. NPE shall be 28 feet in width, and the portion of the Plaza south of the Vent Shaft shall be 53 feet in width between the west curb line of NPE and the building plinth. Throughout this Agreement, "plinth" means a flat podium or foundation that provides a consistently level plane for the first floor of the building.

4.3 Site A also shall construct and maintain a building pass-through between Broadway East and the Plaza, and a 12-foot-wide private plaza on top of the plinth adjacent to East Denny Way.

4.4 Site B-South shall construct and maintain a building pass-through between NPE and 10th Avenue East.

4.5 Each of these open space areas shall be constructed in the locations and to the approximate dimensions depicted in the CDP on pages 3, 7, 10, and 12. Each of these open spaces shall be privately owned but publicly accessible, as described below.

4.6 The Plaza and NPE shall be open to pedestrians and bicyclists during daylight hours and a minimum 16 hours per day. In addition, pedestrian and bicycle access through the Plaza to the bicycle parking areas shall be available whenever the light rail system is in operation.

4.7 The owner of Site A shall allow members of the public using the Plaza and NPE to engage in activities that are lawful on public sidewalks, except that those activities that would require a street use permit if conducted on the sidewalk may be excluded or restricted. Free speech activities such as hand billing, signature gathering, and holding signs, if done without obstructing access to the open space or the buildings, and without unreasonably interfering with the enjoyment of the space by others, shall be allowed. While engaged in allowed activities, members of the public may not be asked to leave for

any reason other than conduct that unreasonably interferes with the enjoyment of the space by others.

4.8 Notwithstanding these general requirements for public use of the Plaza and NPE, the owner of Site A shall make the Plaza and adjoining portion of NPE available on reasonable terms and at reasonable times, to entities and organizations seeking to conduct programmed public events.

4.9 The owner of Site A shall make NPE available at all times for use by motor vehicles accessing the service and parking entrances to the building on Site A, and by Sound Transit vehicles, except that the owner of Site A shall restrict vehicular access to NPE from the south when the Plaza and adjoining portion of NPE are in use for programmed events.

4.10 The owner of Site A shall maintain the Plaza and NPE in a safe, clean, and functional condition.

4.11 The pedestrian pass-throughs and the small plaza on the plinth along East Denny Way shall be open to the public during daylight hours, and for at least 16 hours per day, but they may be managed as private space compatible with building uses. The pedestrian pass-through on Site A may serve, at the developer's and owner's discretion, as lobby access to the residences in the building, so long as any doors at the ends of the pass-through are openable by the public at least 16 hours per day and clearly-identified as useable by the public during those hours.

5. AFFORDABLE HOUSING AND AFFORDABLE UNITS

5.1 Site B-North shall be developed exclusively as Affordable Housing.

5.2 The developers and owners of Sites A, B-South, C, and D (unless D is developed by Seattle Central Community College consistently with its Major Institution Master Plan) shall participate in the City's Multifamily Housing Property Tax Exemption Program by filing an application for exemption no later than the application deadline if that Program is available. For purposes of this Section, the "application deadline" shall be the 30th day after execution of the purchase and sale agreement for that Site, even if the Program were to allow an application for exemption to be filed later. For purposes of this Agreement, "Affordable Units" shall mean housing units that qualify as affordable within the meaning of the Program. The minimum percentage of Affordable Units required by the Program must remain in the Program for at least twelve consecutive years and may not be converted to another use, even if the Program were to allow a shorter period or other uses.

5.3 Affordable Units on each Site shall be constructed of the same quality, and in the same proportion of unit types (studio, one bedroom, etc.) as the market-rate units on that Site.

5.4 The City will increase the height limit on Sites A, C, or D from 74'11" to 85' in exchange for proposals satisfactory to the City to provide Affordable Units that are

greater in number, longer in duration, and/or more affordable than what is required by Section 5.2.

6. DEVELOPMENT STANDARDS SPECIFIC TO SITE A

6.1 The ground floor clear ceiling height of the building shall be between 15 and 20 feet high, and shall be recessed four feet from the property line on Broadway East in order to provide for an 18-foot wide sidewalk area. This sidewalk area may include green spaces and/or bicycle parking.

6.2 Overhead weather protection shall be provided along Broadway East. The weather protection shall be six to eight feet deep over the public right-of-way and shall be constructed between 12 and 20 feet above the sidewalk, as determined through the design review process.

6.3 The east-west building depth for all floors not partially below grade shall be a maximum of 80 feet.

6.4 On the south portion of Site A, a building plinth is required to accommodate the downward slope of the site from west to east. There shall be a 12-foot wide plaza at the south end of Site A on top of the plinth, and the south edge of the plinth may abut the property line at East Denny Way. On the east side the building, there shall be an 8-foot wide pedestrian way on the plinth connecting the building pass-through to the north and the private plaza to the south as depicted and described on pages 3 and 10 of the CDP. Direct access shall be provided between the plinth and the sidewalk on East Denny Way.

6.5 At the northwest corner of Site A, there shall be a first-floor diagonal building setback that creates an open triangular space for the sidewalk, to complement the Station entrance and plaza, as depicted on pages 7 and 13 of the CDP.

6.6 Site A shall construct and maintain an east-west pedestrian pass-through (which may, at the developer's sole discretion, be enclosed) connecting the sidewalk on Broadway East with the Plaza, aligned with the southern edge of Sound Transit's Vent Shaft, and as further described in Section 4.11. This pass-through shall be at least the same height as the ground floor of the building, be between 15 and 20 feet wide, and meet Americans with Disabilities Act ("ADA") standards. There shall be a discernible visual break in the building mass that marks the location of this pedestrian pass-through, as determined through the design review process.

6.7 The developer and owner shall construct and maintain a 53-foot wide Plaza west of NPE and south of the Vent Shaft, comprising approximately 6,656 square feet, including an area approximately ten feet wide along the western edge of the Plaza that shall be used for bicycle parking, unless this bicycle parking is provided within the building consistently with Section 6.10. The developer shall install appropriate utilities in the Plaza and adjoining portion of NPE to support the area's use for programmed public events as provided in Section 4.8.

6.8 The developer and owner shall construct and maintain NPE as a minimum 28-foot wide private street where motor vehicle traffic is calmed and pedestrians and bicyclists have priority over motor vehicles.

6.9 The design of the Plaza, NPE, and the 18-foot side sidewalk on East Denny Way shall complement and coordinate with the design of Seattle Department of Transportation's Festival Street on East Denny Way, as determined during the design review process.

6.10 The developer and owner shall provide bicycle parking racks along the western edge of the Plaza south of the Station Vent Shaft adjacent to the building plinth, as depicted and described on page 9 of the CDP, or may instead include the same quantity of parking racks within the building so long as the racks are accessible to the public during the hours when the light rail system is in operation. These racks provide additional public bicycle parking beyond what SMC 23.54.015 requires for the uses in the building on Site A. There shall be a minimum 45 spaces in this area or within the building when the building opens for occupancy, and the number of spaces shall increase to 90 by 2030. This area shall be accessible from the pedestrian pass-through and NPE.

6.11 Vehicular access to the building shall be by means of a single curb cut on NPE, as depicted on page 15 of the CDP. A maximum 210 underground parking spaces shall be provided as depicted on pages 16 and 17 of the CDP.

6.12 The developer shall install a green roof on the building on Site A (although the developer may provide an alternative method to achieve the Site A Green Factor score listed in Section 3.1), planting strips on Broadway East, and two street trees on East Denny Way that match the species and size of other trees on the Festival Street.

7. DEVELOPMENT STANDARDS SPECIFIC TO SITES B-NORTH AND B-SOUTH

7.1 The maximum height of each building shall be 85 feet and the maximum building depth shall be 72 feet. The maximum length of each building is approximately 177.5 feet.

7.2 The buildings shall be set back five feet from the property line along 10th Avenue East, to make room for stoops, private gardens, and entry courtyards within this setback. Stoops must be provided on the east building façade.

7.3 There shall be a three-foot wide greenscape zone between the east property line and the back of sidewalk. In the event of a raised podium for an underground parking garage, this greenscape zone shall provide screening of the podium façade. In addition, there shall be a six-foot sidewalk, a seven-foot planting strip, and alternating seven-foot deep greenscape curb bulbs and seven-foot parking bays as depicted on page 6 of the CDP. Large tree species shall be planted in the curb bulbs, to provide a unifying visual theme with the mature vegetation of Cal Anderson Park.

7.4 On the west, each building shall be set back 11 feet from NPE to provide for amenity areas, including a five-foot wide sidewalk, and to make room for entries, private

courtyards, private gardens, and stoops, if the developer chooses to include stoops on the west façade.

7.5 Vehicular access shall be by means of a single curb cut shared by the Sites on 10th Avenue East, as depicted on Page 15 of the CDP.

7.6 Parking space rents shall be unbundled from all Affordable Housing and all Affordable Units.

7.7 Site B-South shall construct and maintain a pedestrian pass-through between NPE and 10th Avenue East, which shall be open to the public as described in Section 4.11 and aligned with the Site A pass-through required in Section 6.6. This pass-through shall be at least the same height as the ground floor of the building, be between 15 and 20 feet wide, and meet ADA standards.

8. DEVELOPMENT STANDARDS SPECIFIC TO SITE C

8.1 The ground floor clear ceiling height of the building shall be between 15 and 20 feet high, and shall be recessed four feet from the property line on East Denny Way in order to provide for an 18-foot wide sidewalk area.

8.2 Overhead weather protection shall be provided along Broadway. The weather protection shall be six to eight feet deep over the public right-of-way and shall be constructed between 12 and 20 feet above the sidewalk, as determined through the design review process.

8.3 Vehicular access shall be by means of a single curb cut on Nagle Place, as depicted on page 15 of the CDP.

8.4 The upper two floors fronting East Denny Way shall both be set back the same five feet from the lower floors, and no additional setback shall be required.

9. DEVELOPMENT STANDARDS SPECIFIC TO SITE D

9.1 The ground floor clear ceiling height of the building shall be between 15 and 20 feet high, and shall be recessed four feet from the property line on Broadway in order to provide for an 18-foot wide sidewalk area.

9.2 Overhead weather protection shall be provided along Broadway. The weather protection shall be six to eight feet deep over the public right-of-way and shall be constructed between 12 and 20 feet above the sidewalk, as determined through the design review process.

9.3 Vehicular access shall be by means of a single curb cut on Broadway, as depicted on page 15 of the CDP.

10. DESIGN REVIEW

10.1 In reviewing projects under this Agreement, the Design Review Board (“DRB”) will use the recently-adopted, site-specific design guidelines that supplement the Capitol

Hill Neighborhood Design Guidelines, in addition to any other applicable guidelines. The recommendation of the DRB shall be consistent with this Agreement, but if there is a conflict between a DRB recommendation and the terms of this Agreement, the latter shall control.

10.2 The design and materials of the Plaza and NPE shall be compatible with the design and materials of the East Denny Way Festival Street in order to create a uniform style and functionality among the private and public open spaces.

10.3 The City's design review process shall be modified as follows for development of the Sites:

- 10.3.1 The developer of each Site shall be required to present only one design alternative in addition to the proposal at the Early Design Guidance meeting. The DRB will strive to hold no more than two meetings and will require no more than three; the developer may request additional meetings.
- 10.3.2 DPD will assign the proposals on all five Sites to the same planner, to the extent that the Department's workload permits.
- 10.3.3 If one developer successfully bids on more than one Site, the DRB will accommodate a request by such developer to consider the Sites controlled by that developer as a package at the same DRB meetings.

10.4 The developer of each Site may request to go through the standard design review process without being subject to the modifications of that process provided in Section 10.3.

11. MINOR VARIATIONS

11.1 During the MUP process, DPD may approve applications that vary in minor ways from the requirements of this Agreement. A minor variation is one that: (a) is consistent with the intent of this Agreement to achieve high-quality transit-oriented development near the Station; (b) will not result in significantly greater impacts than are allowed by this Agreement; and (c) will provide at least as much open space, amenity area, and Affordable Housing and Affordable Units as would a project that does not vary from the requirements of this Agreement. A minor variation may not approve greater height than is authorized by this Agreement.

11.2 A structure that is no more than 12 inches less than a stated minimum dimension shall be deemed consistent with this Agreement, and such lesser dimension shall not be subject to review during the MUP process and shall not require a minor variation.

12. SEPA AND THE MUP PROCESS

12.1 The MUP process for development of each Site (including but not limited to any design review or administrative appeal of a MUP or related SEPA conditioning decisions) shall not revisit or change any element of this Agreement.

12.2 Applications for MUPs for development of each Site will be subject to SEPA review, but notwithstanding the provisions of SMC 25.05.680 and Chapter 23.76, administrative appeals of compliance with SEPA's procedural requirements (including but not limited to threshold determinations or the adequacy of environmental review) related to development of a Site shall not be allowed; any such appeal must be filed directly in King County Superior Court.

13. SOUND TRANSIT'S COMMITMENTS

13.1 Sound Transit will offer Site B-North to not-for-profit developers for development solely as Affordable Housing. Sound Transit will provide for City participation in the RFQ/P process for this Site so that the City may assist in evaluating the proposals and may offer appropriate City financing.

13.2 Sound Transit will provide a minimum of 88 bicycle parking spaces in one or more covered secure cages in the area west of the Station Vent Shaft, and will increase the number of such bicycle parking spaces to 176 by 2030. In addition, Sound Transit will provide 40 bicycle parking spaces at racks near the west entrance to the Station.

14. CITY COMMITMENTS

14.1 The City will expedite its review of MUP applications for development of the Sites.

14.2 The City will apply the terms of this Agreement to future developers and owners of the five Sites.

14.3 Subject to applicable law, City funding policies and guidelines, and City appropriation, the City will provide financial resources, such as the Housing Levy, to help fund Affordable Housing on Site B-North.

15. EFFECTIVE DATE AND TERMINATION

15.1 This Agreement shall be effective when signed by the Mayor and Sound Transit's Chief Executive Officer, and shall expire ten years after its effective date.

15.2 In the event that Sound Transit does not receive an acceptable response to its RFQ or RFP for any Site, Sound Transit may propose changes to this Agreement, and the City agrees to immediately negotiate such proposed changes in good faith. If such negotiations do not promptly lead to amendment of this Agreement, or if amendment of this Agreement does not promptly lead to acceptable responses to Sound Transit's RFQs and RFPs, Sound Transit may terminate this Agreement by providing notice of such termination to the City's designated representative. As of the date of such notice of termination, this Agreement shall no longer have regulatory effect on the Sites, and they may be sold and developed consistently with the underlying zoning.

15.3 For purposes of this Section, an "acceptable response" to Sound Transit's RFQ/P process is one that is consistent with this Agreement, and that provides fair market value to the satisfaction of both Sound Transit and the Federal Transit Administration. Fair

market value will be determined by comparable sales appraisal methodology. Site B-North will be appraised as property with an NC3-40 zoning designation; all other Sites will be appraised at highest and best use.

15.4 The restrictions in this Agreement shall not apply to the Sites in perpetuity, and after the Sites are developed in accordance with this Agreement, or after the expiration or termination of this Agreement, the Sites may be redeveloped in the future in accordance with City regulations in effect at the time of such future re-development. Until redeveloped, however, each Site that is developed pursuant to this Agreement must comply with the applicable terms of this Agreement, and such terms remain enforceable by the City and Sound Transit.

16. NOTICE AND DESIGNATED REPRESENTATIVES

16.1 It is expected and desired that there will be many informal communications between City staff and Sound Transit staff regarding the interpretation and implementation of this Agreement. The City and Sound Transit agree to work cooperatively with each other to interpret and implement this Agreement. However, if disagreements arise about the meaning or effect of this Agreement that staff cannot informally resolve, the designated representative of either Party may invoke the dispute resolution provisions of this Agreement by providing written notice to the other Party's designated representative. If written notice is given by email, it shall be accompanied by mailed or hand-delivered notice.

16.2 The City's designated representative is:

Diane Sugimura, Director
Department of Planning & Development
700 Fifth Avenue, Suite 2000
P.O. Box 34019
Seattle, WA 98124-4019
206-233-3882
diane.sugimura@seattle.gov

16.3 Sound Transit's designated representative is:

Ric Ilgenfritz, Executive Director Sound Transit Planning, Environment and Project Development
401 South Jackson
Seattle, Washington 98104-2826
206-398-5264
ric.ilgenfritz@soundtransit.org

16.4 The City and Sound Transit may change designated representatives by written notice to the other Party's designated representative.

17. DISPUTE RESOLUTION AND REMEDIES

17.1 The Parties shall attempt to resolve in good faith any disputes regarding the interpretation or implementation of this Agreement by using the procedures in this Section, except that a decision by Sound Transit to terminate this Agreement pursuant to Section 15.2 for failure to receive an acceptable response to an RFQ or RFP for any Site shall not be subject to this dispute resolution process.

17.2 The Parties agree that time is of the essence in the implementation of this Agreement, and the Parties agree to use this dispute resolution process in a cooperative and efficient manner.

17.3 This dispute resolution process shall commence when the designated representative of one Party notifies the designated representative of the other Party that he or she is commencing the process.

17.3.1 **Level One:** The City's Planning Division Director and Sound Transit's Transit-Oriented Development Manager shall meet to discuss and attempt to resolve the dispute. If they cannot resolve the dispute within fourteen calendar days after notice by a Party's designated representative of the commencement of this process, either Party's designated representative may give notice that he or she is referring the dispute to Level Two.

17.3.2 **Level Two:** The City's Director of Planning and Development and Sound Transit's Executive Director of Planning, Environment and Project Development shall meet to discuss and attempt to resolve the dispute. If they cannot resolve the dispute within fourteen calendar days after referral to Level Two, either Party's designated representative may give notice that he or she is referring the dispute to Level Three.

17.3.3 **Level Three:** The City's Office of the Mayor and Sound Transit's Office of the CEO shall meet to discuss and attempt to resolve the dispute within fourteen calendar days after referral to Level Three.

17.4 If the Parties cannot resolve the dispute within fourteen calendar days after referral to Level Three, then either Party's designated representative may give notice that he or she is requesting the other Party to participate in mediation or another method of dispute resolution. Whether or not the Parties agree to participate in such alternative dispute resolution, after unsuccessful completion of the Level Three process either Party may file an action in King County Superior Court seeking a declaratory judgment, specific performance, equitable relief, or a combination of these remedies. Neither party may seek damages for breach of this Agreement, but the prevailing party in any dispute that is resolved by a court shall be entitled to reasonable attorney fees and costs.

17.5 During the pendency of any dispute, neither Party shall be relieved of its obligation to comply in good faith with all provisions of this Agreement that are not in dispute.

18. BINDING ON SUCCESSORS

18.1 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and Sound Transit.

19. GOVERNING LAW

19.1 This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

20. INTERPRETATION

20.1 This Agreement has been reviewed and revised by legal counsel for the City and Sound Transit, and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

20.2 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all prior negotiations, understandings and agreements, including but not limited to the Term Sheet.

21. AMENDMENT

21.1 This Agreement may be amended only by written instrument executed by both Parties pursuant to authorization of the City Council and Sound Transit Board. No failure to exercise, and no delay in exercising, any rights, power, or privilege in this Agreement shall operate as a waiver thereof.

21.2 Nothing in this Agreement shall limit the City's authority to impose new or different regulations inconsistent with this Agreement to the extent required by a serious threat to public health and safety.

22. SEVERABILITY

22.1 If any provision of this Agreement is determined to be unenforceable or invalid by a court, the remaining terms of this Agreement shall remain in effect. However, either Party may invoke this Agreement's dispute resolution process to resolve any disputes about the effect of the court's decision on the remainder of this Agreement.

23. RECORDING

23.1 This Agreement will be recorded with King County by the later of 30 days after the Agreement's effective date or 30 days after City approval of Lot Boundary Adjustments so that the boundaries of the legal parcels subject to this Agreement correspond to the Sites depicted in the CDP.

24. EXECUTION IN COUNTERPARTS

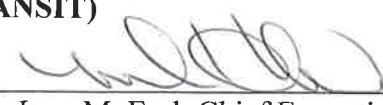
24.1 The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

25. SECTION HEADINGS

25.1 Section headings are intended as information only and shall not be construed with the substance of the Section they caption, except that the headings of Sections 6, 7, 8, and 9 shall be construed to mean that the provisions under each respective heading apply only to the Site identified in that heading.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its authorized representative.

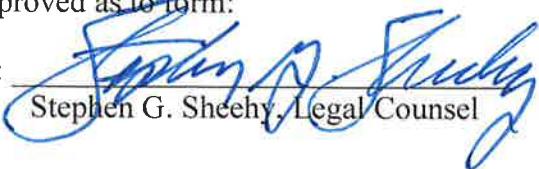
**CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY (SOUND
TRANSIT)**

By: 
Joan M. Earl, Chief Executive Officer

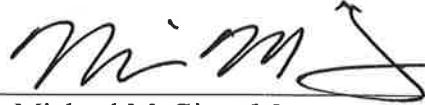
Date: 10-23-13

Authorized by Motion No. M213-79

Approved as to form:

By: 
Stephen G. Sheehy, Legal Counsel

THE CITY OF SEATTLE

By: 
Michael McGinn, Mayor

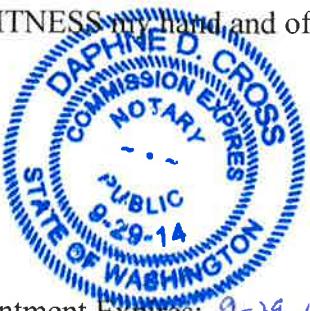
Date: 9-27-13

Authorized by Ordinance No. 124242

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Joan M. Earl is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 3rd day of October, 2013.



My Appointment Expires: 9-29-14.

Michael Harbour

(Signature of Notary)

Daphne D. Cross

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State
of Washington

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Michael McGinn is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of THE CITY OF SEATTLE, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 27th day of Sept, 2013.

Jennife

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the

of Washington

Worship

My Appointment Expires: 4-30-14



EXHIBIT 1

LEGAL DESCRIPTION

EXHIBIT 1: Legal Description of the Area of the Five Sites Subject to this Agreement

ALL OF LOTS 1 THROUGH 6, INCLUSIVE, IN BLOCK 46, ADDITION TO THE CITY OF SEATTLE, AS LAID OFF BY D. T. DENNY, GUARDIAN OF THE ESTATE OF J. H. NAGLE, COMMONLY KNOWN AS J. H. NAGLE'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 153, RECORDS OF KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXISTING TAX PARCEL 600300—2015: LOT 1, SAID BLOCK 46;

EXISTING TAX PARCEL 600300—2020: LOT 2, SAID BLOCK 46;

EXISTING TAX PARCEL 600300—2025: LOT 3, SAID BLOCK 46, (NOTE – SEE ANOTHER PORTION OF THIS PARCEL, BELOW, IN NAGLES 2ND ADD.);

EXISTING TAX PARCEL 600300—2030: LOT 4, SAID BLOCK 46;

EXISTING TAX PARCEL 600300—2035: LOT 5, SAID BLOCK 46;

EXISTING TAX PARCEL 600300—2040: LOT 6, SAID BLOCK 46.

ALSO, ALL OF LOTS 7 THROUGH 12, INCLUSIVE, IN BLOCK 46, JOHN H. NAGLE'S SECOND ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 67, RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXISTING TAX PARCEL 600350—1098: THE WEST 30 FEET OF LOT 7, SAID BLOCK 46;

EXISTING TAX PARCEL 600350—1099: LOT 7, SAID BLOCK 46, EXCEPT THE WEST 30 FEET THEREOF;

EXISTING TAX PARCEL 600350—1105: LOT 8, SAID BLOCK 46;

EXISTING TAX PARCEL 600350—1115: THE NORTH 30 FEET OF LOT 9, SAID BLOCK 46;

EXISTING TAX PARCEL 600300—2025: THE SOUTH HALF OF LOT 9, ALL OF LOT 10, AND THE NORTH 34 FEET OF LOT 11, SAID BLOCK 46 (NOTE – SEE ANOTHER PORTION OF THIS PARCEL, ABOVE, IN NAGLES ADD.);

EXISTING TAX PARCEL 600350—1130: THE SOUTH 26 FEET OF THE WEST 32 FEET OF LOT 11, AND THE WEST 32 FEET OF LOT 12, SAID BLOCK 46;

EXISTING TAX PARCEL 600350—1134: THE SOUTH 26 FEET OF THE EAST 48 FEET OF LOT 11, AND THE EAST 48 FEET OF LOT 12, SAID BLOCK 46;

EXISTING TAX PARCEL 600350—1135: THE WEST 48 FEET OF THE EAST 96 FEET OF THE SOUTH 26 FEET OF LOT 11, AND THE WEST 48 FEET OF THE EAST 96 FEET OF LOT 12, SAID BLOCK 46.

ALSO, ALL OF LOTS 8 AND 9, BLOCK 34, AND ALL OF LOTS 4, 5 AND 6, BLOCK 35, ADDITION TO THE CITY OF SEATTLE, AS LAID OFF BY D. T. DENNY, GUARDIAN OF THE ESTATE OF J. H. NAGLE, COMMONLY KNOWN AS J. H. NAGLE'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 153, RECORDS OF KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXISTING TAX PARCEL 600300—1315: LOT 8, SAID BLOCK 34;

EXISTING TAX PARCEL 600300—1320: LOT 9, SAID BLOCK 34;

EXISTING TAX PARCEL 600300—1370: LOT B, KING COUNTY SHORT PLAT NO. 166, RECORDED UNDER RECORDING NUMBER 7510240657, BEING THE NORTH 50 FEET OF THE WEST 63 FEET OF LOT 4, SAID BLOCK 35;

EXISTING TAX PARCEL 600300—1375: LOT A, KING COUNTY SHORT PLAT NO. 166, RECORDED UNDER RECORDING NUMBER 7510240657, BEING LOT 4 OF SAID BLOCK 35 EXCEPT THE NORTH 50 FEET OF THE WEST 63 FEET THEREOF;

EXISTING TAX PARCEL 600300—1380: LOT 5, SAID BLOCK 35;

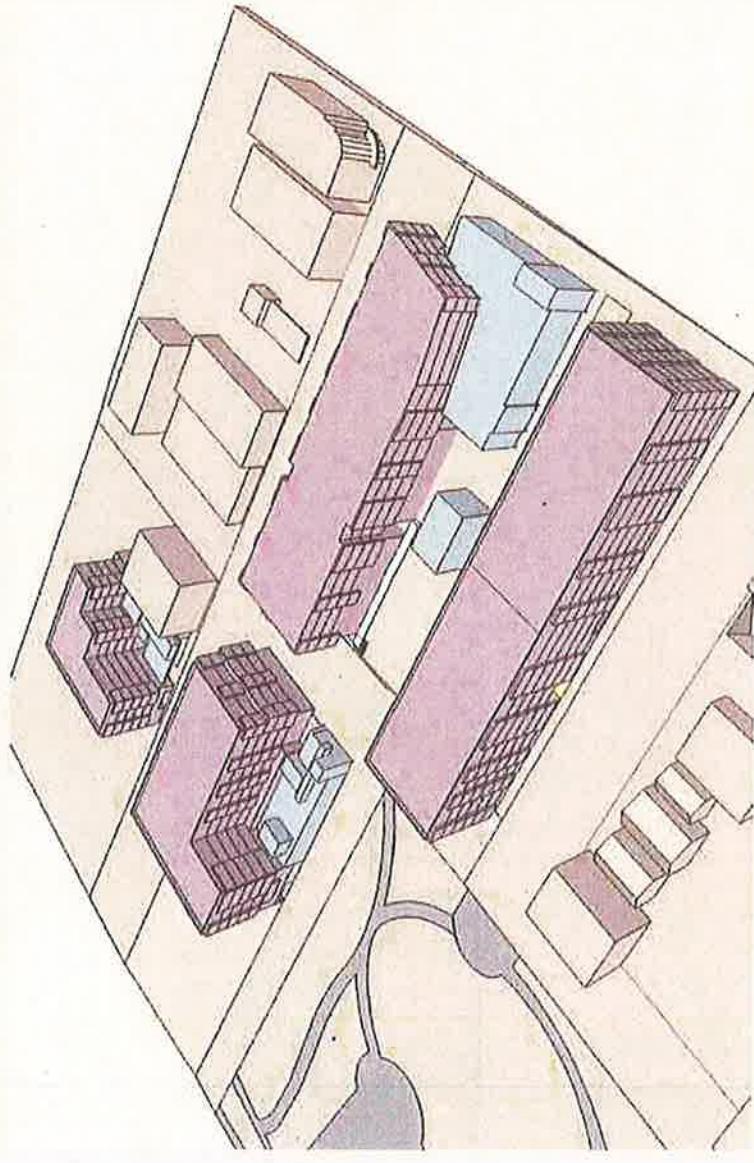
EXISTING TAX PARCEL 600300—1385: LOT 6, SAID BLOCK 35.

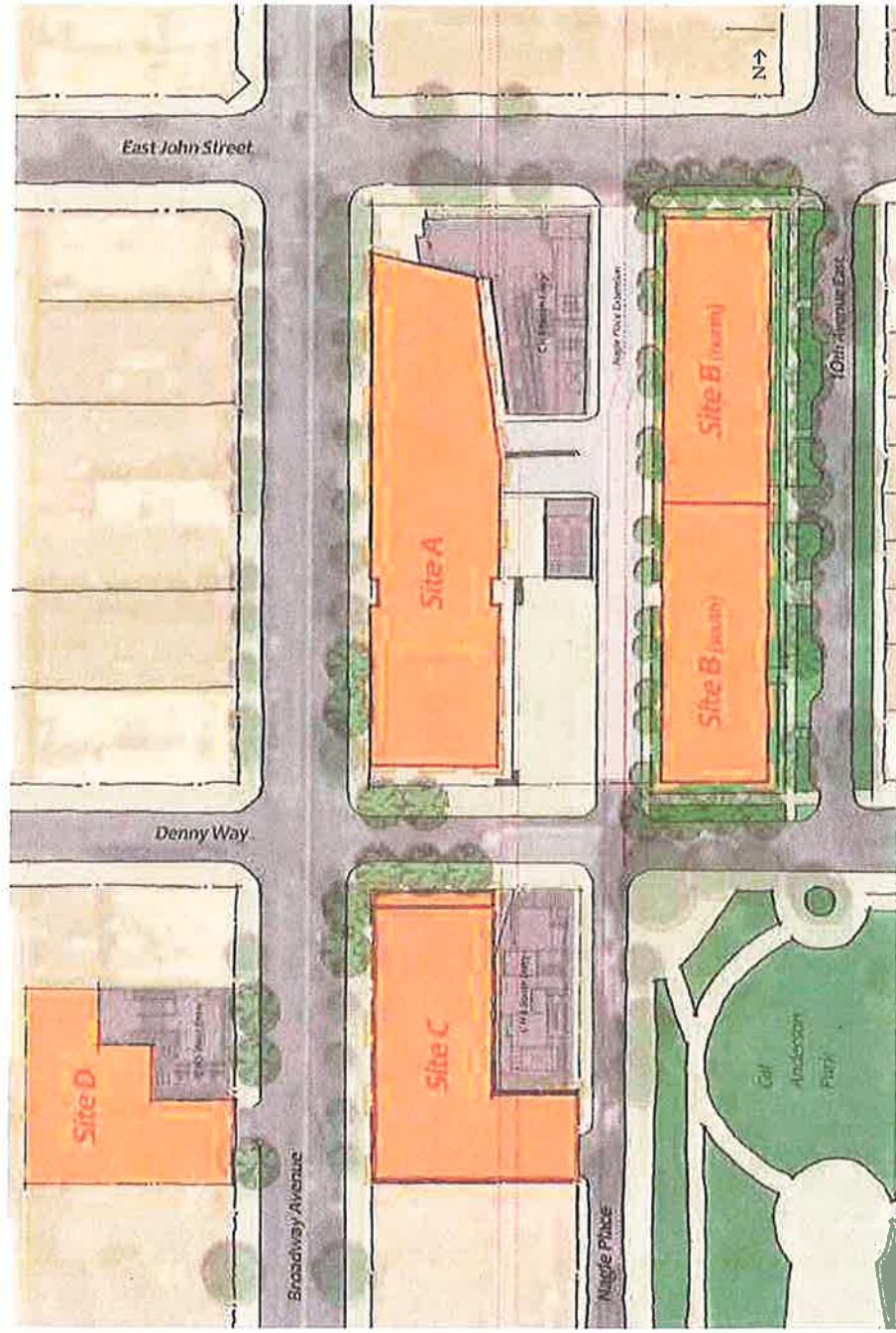
EXHIBIT 2

COORDINATED DEVELOPMENT PLAN

Capitol Hill Transit Oriented Development

Coordinated Development Plan





Capitol Hill Transit Oriented Development



Coordinated Development Plan - May 2013

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Exhibit 2 to Exhibit A, Capitol Hill Light Rail Station Sites Development Agreement

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8. Plaza / Farmer's Market
9. Bike Parking
10. Pedestrian Passages + Plaza
11. Green Factor
12. Public Benefit
13. UDF Vision
14. Vehicle Access
15. Garage Access / Street Car @ Site "D"
16. Garage Plans
17. Garage Plans

The Coordinated Development Plan for Capitol Hill

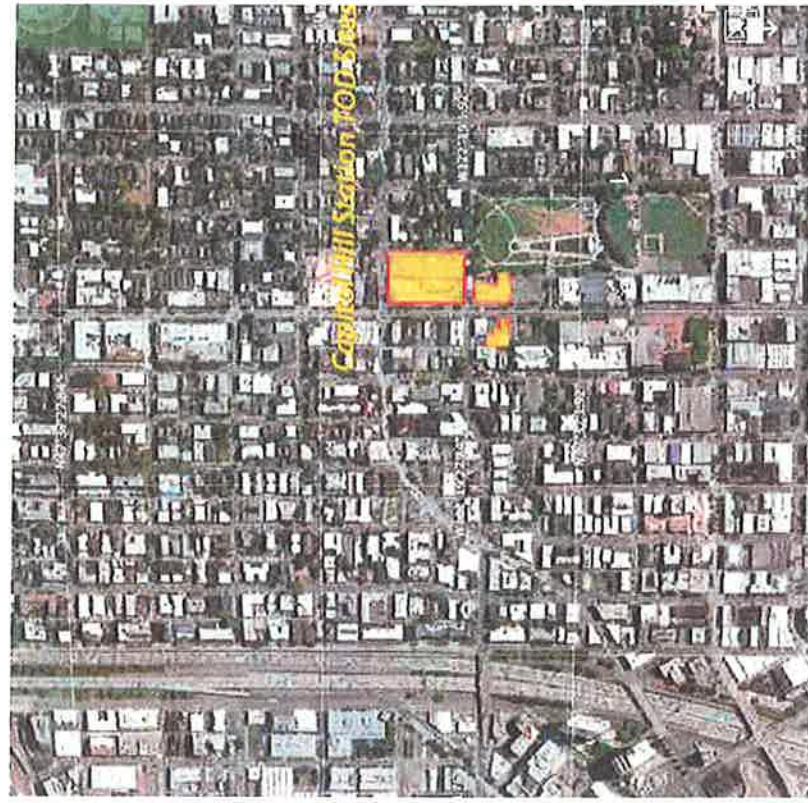
Sound Transit has prepared this Coordinated Development Plan (CDP) for the future redevelopment of its Capitol Hill Station transit-oriented (TOD) properties in direct response to community sentiment, City of Seattle policies, and Sound Transit requirements. This Plan is authorized for City consideration by Ordinance 123711, amending Seattle Municipal Code 23.61.016, which states that “[The Director of the Department of Planning and Development] may recommend” that the City Council approve a development agreement for the TOD properties. Development agreements may be approved pursuant to Chapter 36.70B of the Revised Code of Washington, and Ordinance 123711 directs that “[The Director’s recommendation shall be informed by a coordinated development plan or urban design framework” that the Director has developed through a community involvement process.]”

The Coordinated Development Plan constitutes Sound Transit’s land use and development proposal, depicting and describing implementation of the proposed Development Agreement while articulating the benefits of the the City’s October 2011 Capitol Hill Light Rail Station Sites Urban Design Framework (UDF). The Seattle City Council and the Sound Transit Board of Directors will ultimately decide on the terms and conditions for entering into the Development Agreement. The Development Agreement will renew and clarify the underlying regulatory responsibilities for the TOD sites.

The basis for this Plan originated in 2006 with Sound Transit initiating meetings with the Capitol Hill Chamber of Commerce and City staff to begin implementation of the Broadway Economic Vitality

Action Agenda. The Action Agenda spoke directly to the importance of ensuring that the redeveloped sites were integrated into the neighborhood and commercial environment. The ensuing mutual effort resulted in a four year process of community meetings, reports prepared by Sound Transit and the community, and agreements in principle about the future disposition of the properties. Sound Transit presented its basic plan to the community in June 2010, which embodied the agency’s business and project objectives influenced by federal and state requirements for surplus real property. This Plan represents considerably more detailed redevelopment requirements and preferences as the result of City and Sound Transit staff negotiations leading to the Development Agreement. Much of this specificity is inspired by a significant community effort to inform new construction, the Urban Design Framework.

This Plan’s incorporation of the UDF vision intends that the future developers and owners of the five sites be equal to the opportunity and challenge of combining this unique location with exemplary real estate development and community place-making. The UDF aspirations, combined with the CDP’s market-driven principles will guide redevelopment choices and creativity. Approaches used elsewhere in the city, provided by regulation or as incentives, have been incorporated into this Plan, along with the expectation that they be included in the Development Agreement. As a result, all stakeholders will have an increased level of certainty as to the type and form of development, its uses and purposes, with regulatory approval which runs with the land. This lends an important element of predictability to the property transactions developers will enter into with Sound Transit.



Redevelopment at the Capitol Hill Station TOD sites will follow construction of the below and above grade Link Light Rail's transit facilities, which include station entrances that are independent structures. New commercial mixed-use development will occur on five sites adjacent to the transit facilities station entrances. This Plan addresses the challenge of making available over 100,000 square feet for five urban in-fill projects, while responding to the Urban Design Framework, City regulations and guidelines, and the Broadway real estate market. Implementation of the CDP combines the goals of sensitive redevelopment, balanced with density that supports increased transit ridership, and the creation of attractive and successful commercial development.

To meet those goals, it is important that Sound Transit, the Broadway neighborhood, and the City continue to work cooperatively to effect a predictable, responsible transition from station facility construction to station area development. As the region's high capacity transit provider, Sound Transit's multi-billion dollar investment will be highlighted by the Capitol Hill

Station where light rail, street car, and local bus routes converge. Combined with the transit investment, this Plan provides specific commitments to quality design principles to ensure a significant investment in property development along with extraordinary place making and public amenities to benefit the Broadway community.

The CDP, implemented by the Development Agreement, and the City's community design review and permitting process will provide future developers with sufficient flexibility and creativity for each site, while ensuring a defined set of unifying design and environmental parameters are followed for the new projects. The Plan's emphasis on specificity of dimensions and design details results from the site characteristics which are determined by the station, transit facilities. Even so, the new built environment will include civic opportunities within a privately-owned and shared public realm on the main station block. The CDP and the Development Agreement present Sound Transit's response to all of these factors, within the context of the agency maintaining its core mission as a regional transit agency.



Capitol Hill Transit Oriented Development



Coordinated Development Plan - May 2013

Introduction
Exhibit 2 to Exhibit A, Capitol Hill Light Rail Station Sites Development Agreement

The Coordinated Development Plan for Capitol Hill

The five Capitol Hill TOD sites span three city blocks above the future light rail station, situated at intersections of Broadway Avenue East and East Denny Way and East John Street intersections. The sites are referenced in this coordinated plan as Sites A and B-North and B-South (main station block/ North entrance), Site C (South entrance), and Site D (West entrance). When redeveloped, the sites will be a prominent contribution to the Broadway shopping district which is enjoying a resurgence following the 2006 City of Seattle rezone of the commercial area. Four substantial mixed-use buildings have since been constructed, matching the urban form intended by the rezone.

The size and location of future building locations of the TOD sites are dictated by the rail transit facilities, previously approved by the Station Master Use Permit (MUP) issued by the City. No changes to those approved facilities are possible. While the Station MUP references future development, it does not provide regulatory guidance. Each parcel is affected in some way by those facilities, and thus Coordinated Development Plan has taken into account the reality of the station's design and construction impact on the future redevelopment. The redevelopment opportunities exist only within the context of Fair Market Value property transactions for market-responsive commercial real estate. A Development Agreement implementing this Plan will provide the needed assurances to the market of regulatory certainty, while setting explicit property encumbrances by Sound Transit along with the applicable City development codes and standards. This will inform individual site Master Use Permit applications, and eventual review of adherence to community design guidelines.

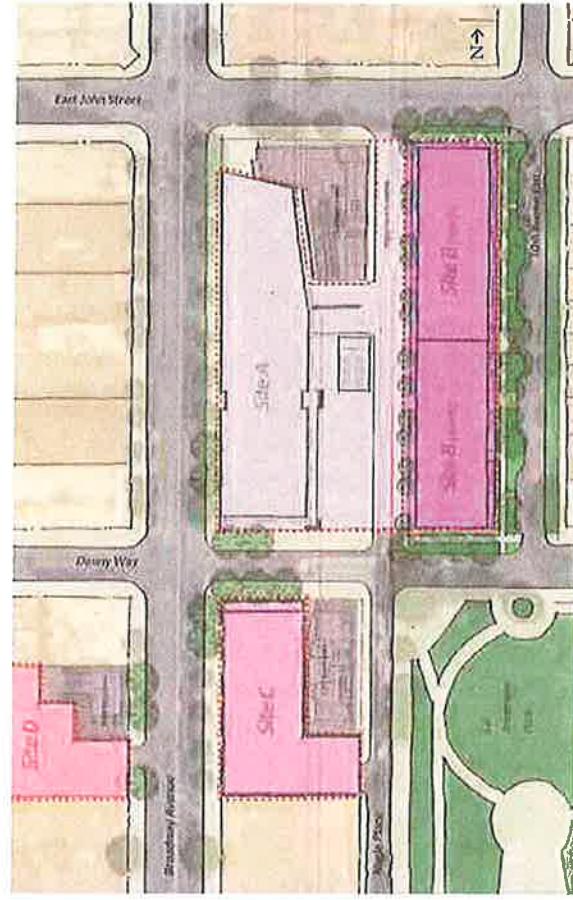
Excluding the station facilities, these sites comprise 107,459 square feet, which will equate to more than 424,000 square feet of new commercial development. As part of the overall property redevelopment, two public realm elements are intended: an approximate 7,000 square foot private plaza on Site A, and a

wooder-like private street, Nagle Place Extension (NPE). NPE will bisect the main station block north-south, connecting East John with East Denny, with NPE ownership rights shared between Sound Transit and Sites A and B.

Additional amenities are planned, such as east-west pedestrian pass-throughs on Sites A and B-South, "pooled" Green Factor elements, and a variety of public benefits not required by existing code. The station parcels will be in six ownerships: Sound Transit will retain its transit facilities and perpetual access rights for maintenance and operations adjacent to the station facilities, including agency parking as approved in the Station (MUP). Site A and B-South, are intended to be developed as market-rate buildings; Site B-North is designated exclusively for affordable housing. These sites will share pedestrian access of the Private Nagle Place Extension. Site C, abutting the South station entrance on Nagle Place, is also intended to be developed as a market-rate, mixed use building. Sites A and C will adjoin the Denny Festival Street. Site D, abutting the West station entrance on Broadway, may develop as an educational use for the Seattle Central Community College, or as a market-rate mixed use project.

This Plan intends that all of the properties will be developed to their highest and best use, as provided by the future approval of the Development Agreement. Each site will be individually reviewed with the context of this Plan and the Agreement through the City's usual development review process that requires environmental, land use and community design review as part of the Master Use Permit and the building permit processes. The Agreement will provide for incentives such as increased height, the designation of specific uses, and the consolidation ("pooling") of typical development requirements such as Amenity Areas and the Green Factor, particularly on the main station block (Sites A, B-North and B-South).

All five sites are zoned Neighborhood Commercial, which allows both mixed-use and residential-only structures. However, on Broadway, the Pedestrian-Designated



must be closely coordinated with site availability based on the completion of station facilities construction. Site B-North, intended exclusively for affordable housing development, will be competitively offered as such, in cooperation with the City's Office of Housing. Due to a previous property settlement with the Seattle Central Community College, it may receive the right to develop an educational/institutional building by joining college property abutting Sound Transit's Site D. If the College has no timely use of Site D, it will be competitively offered.

All property transactions are at the discretion of the Sound Transit Board of Directors and are scheduled to occur in late 2014 or early 2015, as station completion allows. It has been Sound Transit's intention that all sites be under construction as close as possible to when light rail service begins in late 2016.

Capitol Hill Transit Oriented Development

Coordinated Development Plan - May 2013

SOUNDTRANSIT

TOD Development Sites 1

Exhibit D to Exhibit A, Addendum to Development Agreement

SEATTLE CITY CLERK

TOD DEVELOPMENT SITE STATISTICS

Existing regulations would allow all sites to be developed at a maximum Floor Area Ratio of 6.0 FAR. However, site dimensions and other factors such as the transit station facilities prevent the maximum FAR from being achieved. Based on this Plan, all sites are expected to be built at least as the five-over-one (5/1) construction type, at 14'1" maximum height. An exception could be Sites B-North and South, which could use the top floor of a garage structure as the podium, if a parking garage is built across both sites.

On the Broadway frontage sites (A, C and D), the optimal retail experience for the height of the ground floor is between 15 and 20 feet. This dimension is both financially and aesthetically necessary to achieve a "retail window" that provides for an inviting experience on the sidewalk as well as the street. This is consistent with new retail constructed in mixed-use buildings on Broadway. This dimension will be most responsive to market rate retail tenant requirements; the CDP provides for a ground floor recess of four feet, creating a wider sidewalk area.

As a compliment to ground floor environment, the height of the remaining above floors is equally important to creating buildings that stretch each floor based on an interior ceiling height of ten feet. The overall effect of this vertical dimension creates a visually superior exterior facade, while providing comfortable interior living spaces for tenants. Five ten-foot residential floors with a real street level floor at 15 to 20 feet will be most responsive to excellent design and commercial requirements. The overall height in the Development Agreement is proposed to allow sites constructed at 5-over-2, within 85 feet, allowing for an additional floor including affordable housing.

As indicated in the chart on this page, only one of the five sites approaches the allowed maximum floor area ratio (FAR), and only two come close to the allowable 100% lot coverage. Site A, for example, achieves the lowest in both cases in response to providing a larger-than would

be required Amenity Area (or open space) for that parcel. The difference between achieving full and partial lot coverage and less than maximum use of FAR has financial considerations. Those considerations are weighed against publicly accessible, privately owned areas for potential use for bicycle parking, mid-block building pass-throughs connecting the Site A Plaza with Broadway and 10th Avenue East, and the potential use by the Broadway Farmers Market.

On the south side of Site A, the building is set back 12 feet to provide a level plaza to compliment and strengthen the place-making aspects of the adjacent Denny Festival Street, with a link to the Broadway retail activity and the plaza east of the building. This private plaza is atop the first floor building plinth, which provides a uniform plane above the sloping Denny Way.

All site dimensions depicted in this Plan are fundamental to meeting the market requirements of building bay depths (standard residential units and corridors), building setbacks necessary to achieve optimal streetscapes, accounting for Amenity Area and Green Factor requirements, and other City codes. Within these detailed dimensions there exist ground level public benefits that are complimentary to the multi-modal transit services at and below street grade. Balcony zones, overhangs above property lines, garden courts, and relationships to curb lines are the same as, or similar to, building construction approved elsewhere by the City.

Even with the site constraints, especially when constructing adjacent to the station facilities, designers will have considerable creative latitude. Conformance will be required with design details in the Development Agreement, as depicted in this Plan, and as a result of the community design guidelines process. The extensive community involvement processes conducted by Sound Transit and the City provides a combined vision for these sites which significantly contributes to creating a unique sense of place within the Capitol Hill community.



Site A	
Site Area	45,978
Lot Coverage	34%
Building Area	134,328
Retail Area	21,408
Residential Area	112,920
Residential Units	132
MFTE Units	27
Parking Spaces	210
FAR	4.33

B - North



Site B	
Site Area	71,158
Lot Coverage	72%
Building Area	41,20
Residential Area	74,20
Residential Units	86
Affordable Units	86
FAR	4.33

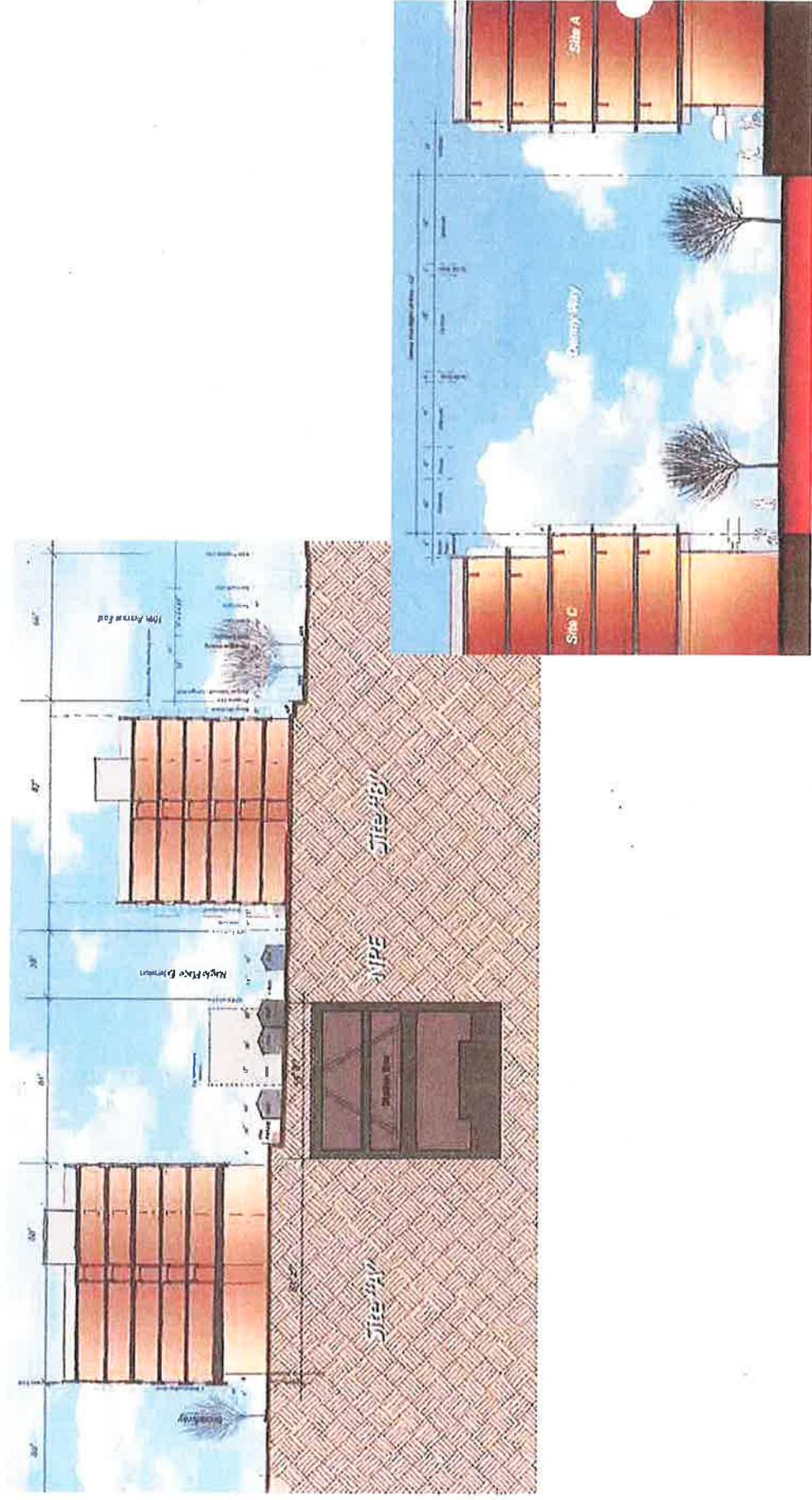
B - South

Site C	
Site Area	17,231
Lot Coverage	92%
Building Area	9,624.9
Retail Area	15,734
Residential Area	80,445
Residential Units	94
MFTE Units	19
Parking Spaces	26
FAR	5.09

B - South

Site D	
Site Area	10,423
Lot Coverage	93%
Building Area	46,534
Retail Area	9,274
Residential Area	37,760
Residential Units	44
MFTE Units	9
Parking Spaces	22
FAR	4.46

B - South



Capitol Hill Transit Oriented Development



Coordinated Development Plan - May 2013
Exhibit 2 to Exhibit A, Capitol Hill Light Rail Station Sites Development Agreement

Main Station Block Dimensions 4



AFFORDABLE HOUSING

Sound Transit's goal for the five TOD sites is to maximize density (residential and employment), thereby encouraging increased transit ridership. The Urban Design Framework (UDF) expressed a goal to provide 50% of all housing at affordable rents (50% of Area Median Income), for 50 years. These TOD sites currently have no affordable housing requirement by City code. Sound Transit and the City intend that the Request for Qualifications/Request for Proposals process will solicit developers responsiveness in meeting that goal.

The UDF did not project the number of residential units that may be constructed, and the estimates in this Coordinated Development Plan are only that. While subsidizing affordable housing is not within Sound Transit's transit mission, encouraging the provision for affordable housing at these sites directly benefits ridership. Through negotiations with the City, two different approaches have been arrived at: one is an exclusive site for affordable housing, and a second is an aggressive market-based approach to come close to meeting the affordable housing goal.

The CDP's approach for affordable housing includes providing Site B-North competitively as an exclusive site for affordable housing under City, state and federal financing incentives. Sound Transit intends to require that all market rate sites achieve 20% of all units at or below 80% of Area Median Income, for twelve years by required participation in the City's Multifamily Tax Exemption Program. Sound Transit's 2010 Capitol Hill housing study indicated a substantial unmet demand for below-market rate housing. Convenient and reliable public transit offers greater choice for all households, but especially so for those with limited means, making this an ideal location.

Given the traditional high ridership of lower income households, this location's proximity to three transit modes, walking distance to two higher education institutions, and numerous medical and community services, argue strongly for consumer choices that do

not require the expense of a private vehicle. While every site may provide some level of parking at or below a ratio of 7 stalls per residential units, the affordable housing unit rents will be unbundled from the cost of vehicular parking.

Site B-North, to be constructed as 100% affordable housing, will be encumbered to ensure that use. The site is sized to accommodate at least 80 units within an 74'11" foot height. The current allowed height of 40 feet is not conducive to an efficient and economical affordable housing building. Greater density is achieved by Sound Transit making the site available for affordable housing in exchange for increased height on Site B-South. In this way, a Fair Market Value trade between the two parcels can be achieved through the Development Agreement, compatible with state and federal requirements.

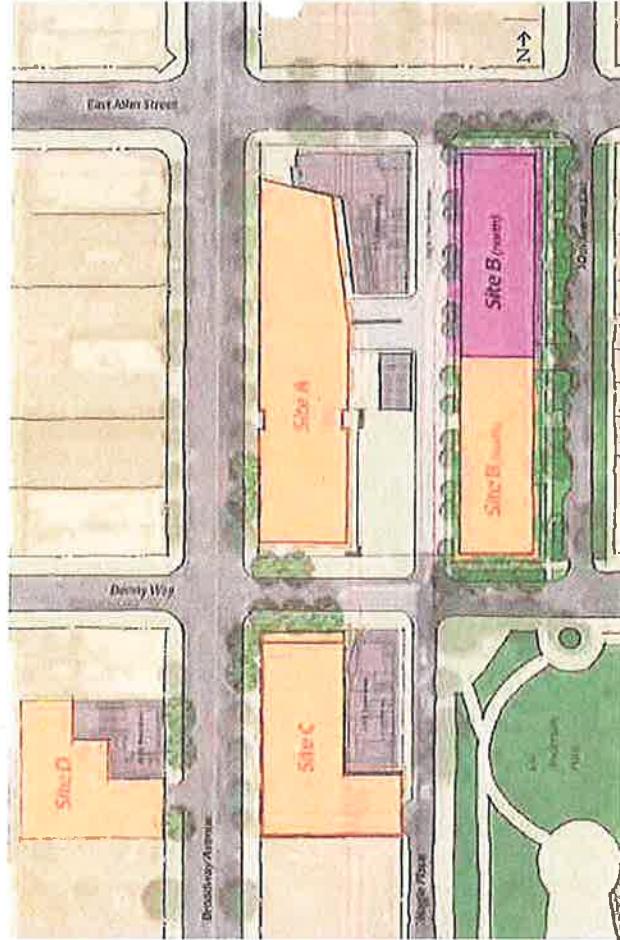
Based on this Plan's estimate of total residential units (44), Site B-North potentially provides 20% affordability of all residential units, at or below 60% Area Median Income (AMI). City affordable housing resources will be necessary to support this site.

Seattle is fortunate to have numerous affordable housing providers, offering a wide range of residential niches: seniors, women, families, special populations, artists, and veterans. Sound Transit has assumed a conventional unit size which could vary, based on tenant needs, perhaps increasing the site's unit count.

For the market-rate sites, Sound Transit intends to require that the developers of A, B-South, C and, potentially D, participate in the Multifamily Tax Exemption Program for the estimated remaining 355 residential units. That program, allowed under state and City law, is currently popular among area developers who are exempted from local property tax for 12 years by providing 20% of unit rents be at or below 80% AMI. Typically, developers may suspend their participation at any time during the 12 years. Sound Transit will require the full 12 years

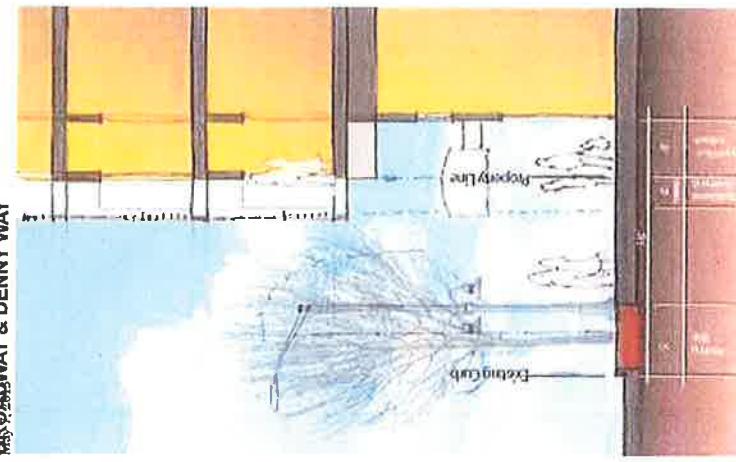
of participation on each market rate site, provided the program remains in existence. This approach has not been tried by a local property owner and represents some risk that financial conditions or unforeseeable events might limit responses to develop under this requirement, which is intended to be an encumbrance on the property title.

Sound Transit cannot assume the risk of any current or future financial obligation to subsidize affordable housing. Given the expected desirability of the

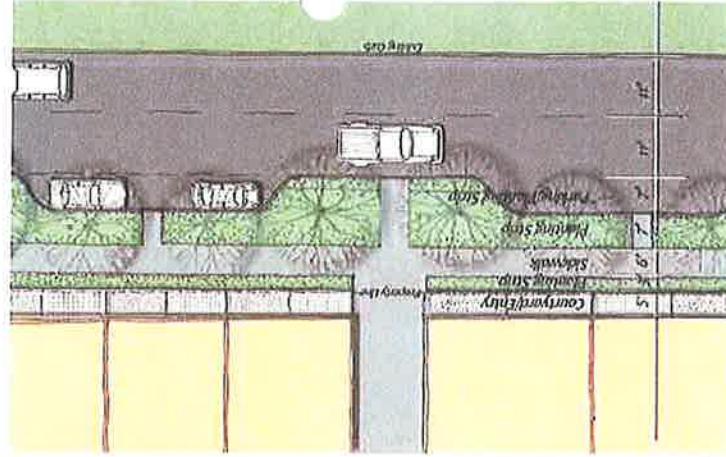


TOD sites, this combined effort with the City should be successful.

With at least 86 affordable housing units on Site B-North, an additional 72 rent reduced units are expected by using the MFTE/market rate approach, achieving 36% affordability at the Capitol Hill sites. If Site D is developed as 100% student housing, the affordable percentage would increase to 46%.



10th AVENUE



At specific locations along Broadway, the Station Master Use Permit requires 22 foot wide sidewalks; City requirements on Broadway set an eighteen foot minimum. The predominant existing sidewalk width for Sites A, C and D along Broadway is 14 feet. To create a uniform and functional sidewalk width, the CDP provides for a retail facade setback of four feet, creating a uniform 18 foot width. Within this 18 foot zone is a five foot planning strip for landscaping and tree canopy, as well as space for intermittent bicycle parking. The openness of this space is directly related to the height of the retail floor which subsequently determines the height of the residential bay windows, balconies and other elements in the four foot

structural overhang of the upper floors. This approach, with a first floor height of approximately 20 feet, provides a 17 foot vertical clear zone that is open and spacious, enhancing the retail facade and the streetscape. In addition to weather protection offered by the retail setback and the residential bay and balcony overhangs, canopies, awnings, or other devices shall extend six to eight feet over the public right of way and constructed between 12 and 20 feet above the sidewalks.

The same dimensional treatment occurs on the Denny facades of Sites A and C; however, Site A requires a plinth for the building to accommodate the slope of the site, providing space for a private plaza on the building's south facade, and a publicly accessible walkway on the east facade.

Capitol Hill Transit Oriented Development

Coordinated Development Plan - May 2013



Exhibit 2 to Exhibit A, Capitol Hill Light Rail Station Sites Development Agreement
Street Treatments 6

reduced to 10 foot) and a seven foot zone for street parking. The use of curb bulbs will reduce the impact of street parking while providing a generous planting bed for the larger trees. In the portion of 10th Avenue accommodating street parking, the planting bed is seven feet wide, which allows for a smaller tree variety providing for variations in species, color, size and flowering. The sidewalk is six feet in width.

This design approach to 10th Avenue contributes a greenscape for the eastern edge of Site B in a manner that enhances the building site, the neighborhood street, and the visual connection with the Park, and will set the standard for the subsequent redevelopment across the street. The "pooled" Green Factor score of .302 is achieved by these design solutions.



AMENITY AREA COORDINATED APPROACH

The multiple purposes of the central plaza, pass-thru's, and Nagle Place Extension are achieved by a coordinated or "pooled" approach to the City's Amenity Area. Given that the main station block provides comparatively greater opportunities for robust public use and civic engagement, this Plan's approach compensates for the limitations of Sites C and D, to the south and west of the main station block. Private Amenity Areas, also City-required, will be accomplished by exterior building facade modulation and internal spaces provided by the developers of each site.

UPPER FLOOR BALCONY/BAY ZONE

Along Broadway and Denny Way on Site A, structural overhangs of four feet provide usable residential space above the ground floor while contributing to facade modulation and creating a weather-protected walking experience adjacent the retail storefronts. This zone can also provide a location for residential balconies, giving scale to the building facade and creating the opportunity for "eyes on the street".

STATION ENTRANCE FAÇADE SETBACK

At the north end of Site A (the corner of East John and Broadway) a ground floor diagonal building setback creates an open triangular space as sidewalk, emphasizing the station entrance, improving pedestrian sightlines to the North Station Entrance, and creating a strong retail presence at this corner.

RETAIL FAÇADE SETBACK

This Plan's four foot setback from the property lines of Sites A, C and D, creates an 18 foot sidewalk width. This zone should be largely open, with cantilevered structural overhangs, while columns in this zone should be discouraged. This will provide maximum retail facade transparency, while leaving a generous sidewalk area that can accommodate curbside plantings and bike parking.

DENNY WAY FAÇADE SETBACK & PLINTH

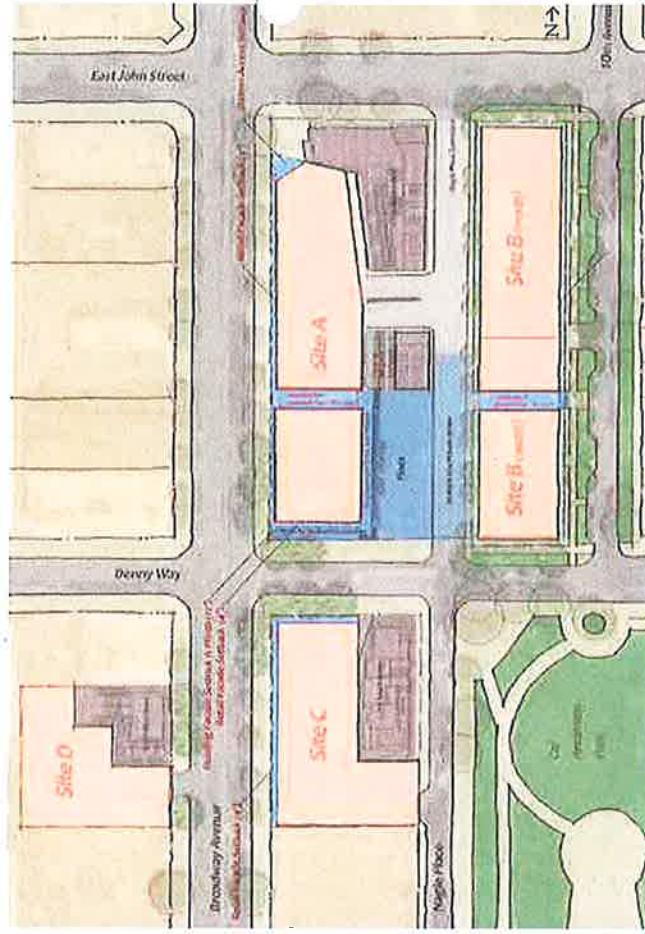
Site A, abutting the Denny Way Festival Street, creates the opportunity for a 12 foot private plaza, set back from the building facade. This terrace area is achieved by using a plinth as the building's foundation to meet the public sidewalk as it falls three feet from west to east. By adding an adjoining 4' first floor retail setback, this space can be generously scaled for outdoor activities associated with the retail frontages, overlooking the festival street.

FIRST FLOOR COURTS & STOOPS

On Sites B-North and South, the residential nature of the first floors provide the opportunity for ground floor entrances from Nagle Place Extension.

On the west facade of Sites B-North and B-South (along NPE), stoops are allowed at the developers discretion, and Site B north may include "live-work" units, provided they do not include retail uses. Along the 10th Avenue East facade of the Sites B-North and B-South, developers are required to provide stoop entrances to the residential units.

At both building entry facades, a setback 10' from the sidewalk along NPE and eight foot from the property line along 10th) provides space for entries, a private courtyard and private gardens. Along 10th, these private courts and gardens can be augmented by a three foot landscaped planting strip between the property line and the six foot public sidewalk, as a result of the "pooled" Green Factor.



AMENITY AREAS	At Grade Amenity Area	Balcony Area	Roof Top Amenity Area
Site A	16,527 s.f.	3,700 s.f.	17,000 s.f.
Site B	8,485 s.f.	6,857 s.f.	0 s.f.
Site C	1,024 s.f.	2,500 s.f.	0 s.f.
Site D	0 s.f.	1,020 s.f.	0 s.f.
TOTAL	26,036 s.f.	14,077 s.f.	17,000 s.f.
TOTAL, ALL AMENITY AREAS:	57,113 s.f.		

PLAZA / FARMERS MARKET

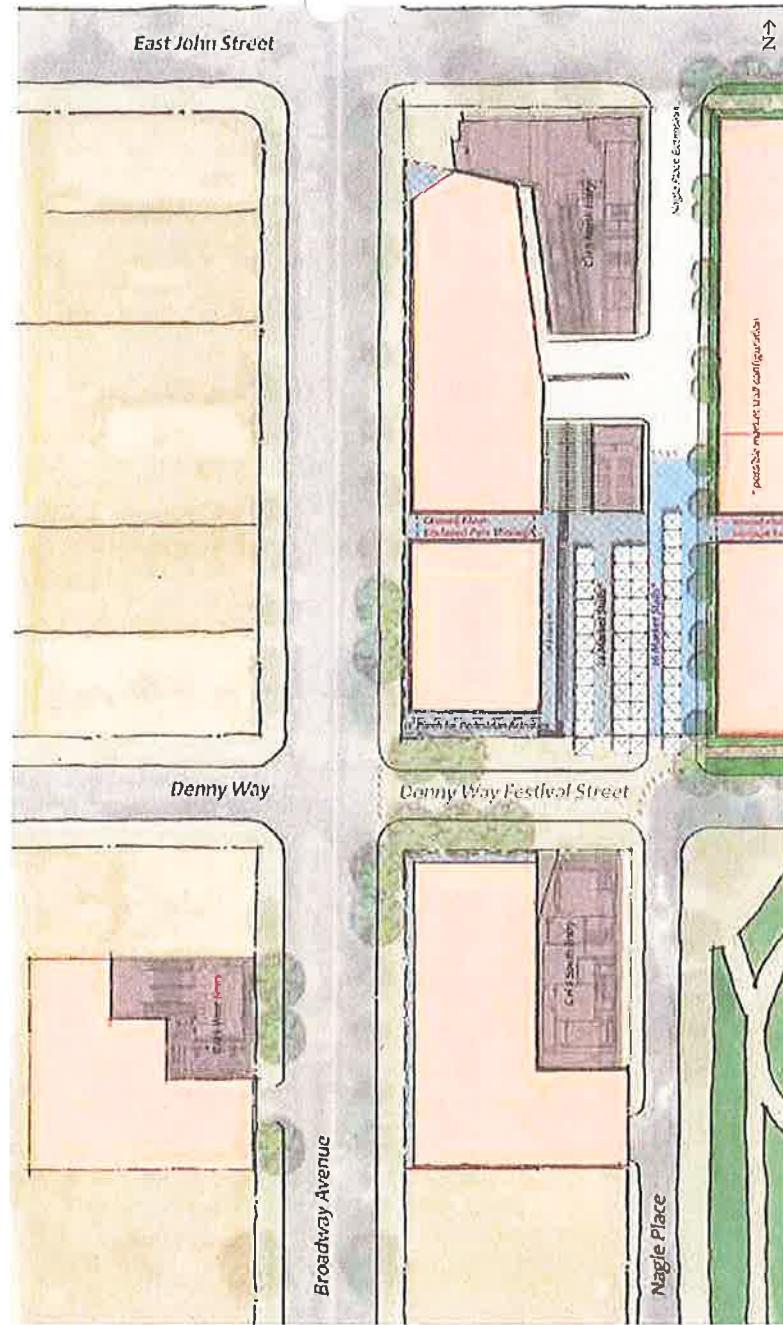
A privately-owned, publically-accessible plaza will occupy the southeastern corner of Site A, adjacent to the Denny Way Festival Street and the Nagle Place Extension (NPE). Public use of the plaza and NPE will be determined by the Site A property owner. As buildings on Sites A and B will include residential units fronting the plaza and NPE, their use will need to respect the quiet enjoyment of the tenants.

Besides public bicycle parking along its edge and as an active gathering area providing a place making element, the plaza and NPE potentially could be used by the Broadway Farmers Market. Sound Transit may encumber the property for that purpose and require installation of appropriate utilities to support the Market and other activities. The plaza, at approximately 7,000 square feet, could with the temporary closing of NPE, provide the space for approximately 50 farmers market stall rents. Additional farmers market stalls could occupy the Denny Festival Street under a City street use permit.

On days when the plaza and/or NPE are in active use, the owner of Site A will provide traffic control and limit use of the southern end of the private street.

The plaza design and materials will be compatible with the designs of Nagle Place Extension and the Denny Way Festival Street so as to create a uniform style and functionality of private and public spaces.

The plaza will be a unifying link between Broadway and 10th Avenue East, given the east-west pedestrian pass-throughs. The plaza is also expected to provide a strong visual connection to Cal Anderson Park, as suggested in the Urban Design Framework.



BICYCLE PARKING

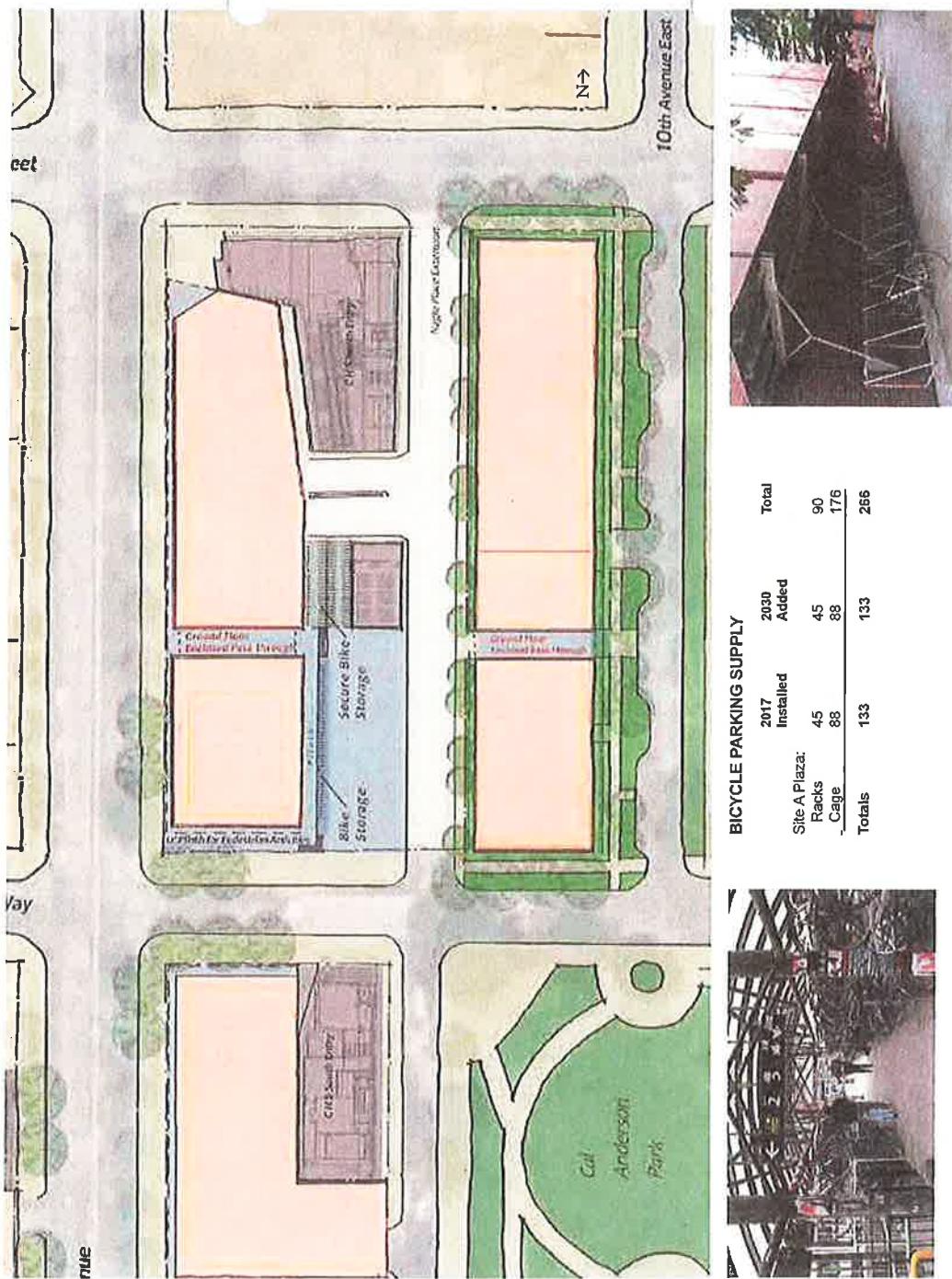
The plaza environment provides an excellent opportunity for bicycle parking and storage, and the property transaction for Site A will ensure that provisions are made for that purpose. Accommodating bicycles will ensure that the plaza is activated, while providing convenient and secure parking for transit-related bike commuting.

A plaza-adjacent area along the eastern edge of the Site A plinth is available and will not interfere with plaza activities. Alternatively, a bikestation-like retail storefront use on Site A may be substituted if it provides parking in the same manner, supply, and convenience. That facility would provide the same 2017 and 2030 rack installation counts and same public accessibility for transit riders.

Additional secure bike storage will be provided by Sound Transit in the space west of the Station Vent Shaft, immediately north of the plaza. This bike parking will be in addition to 36 stalls provided by Sound Transit at the West Station Entrance by the Station Master Use Permit.

Parking use projections are based on Sound Transit's bicycle demand estimation method – 4% of PM period 2030 ridership (= 120 spaces in 2017; 120 “expansion” capacity). Bicycle parking adjacent the plaza will be a mixture of covered secure cages (long-term parking) and covered or uncovered racks (short-term parking).

Per City code, TOD site developers will provide bicycle parking for tenants and residents within their buildings. While the Seattle Department of Transportation is responsible for on-street bicycle parking or other bicycle parking strategies, the Coordinated Development Plan's Streetscape concept demonstrates the potential to accommodate up to 75 bikes on Broadway sidewalks at Sites A and C.



BICYCLE PARKING SUPPLY		
	2017 Installed	2030 Added
Site A Plaza:		
Racks	45	45
Cage	88	88
Totals	133	133
		Total
		266

PEDESTRIAN PASSAGES & PLAZA

PEDESTRIAN PASS-THROUGHS

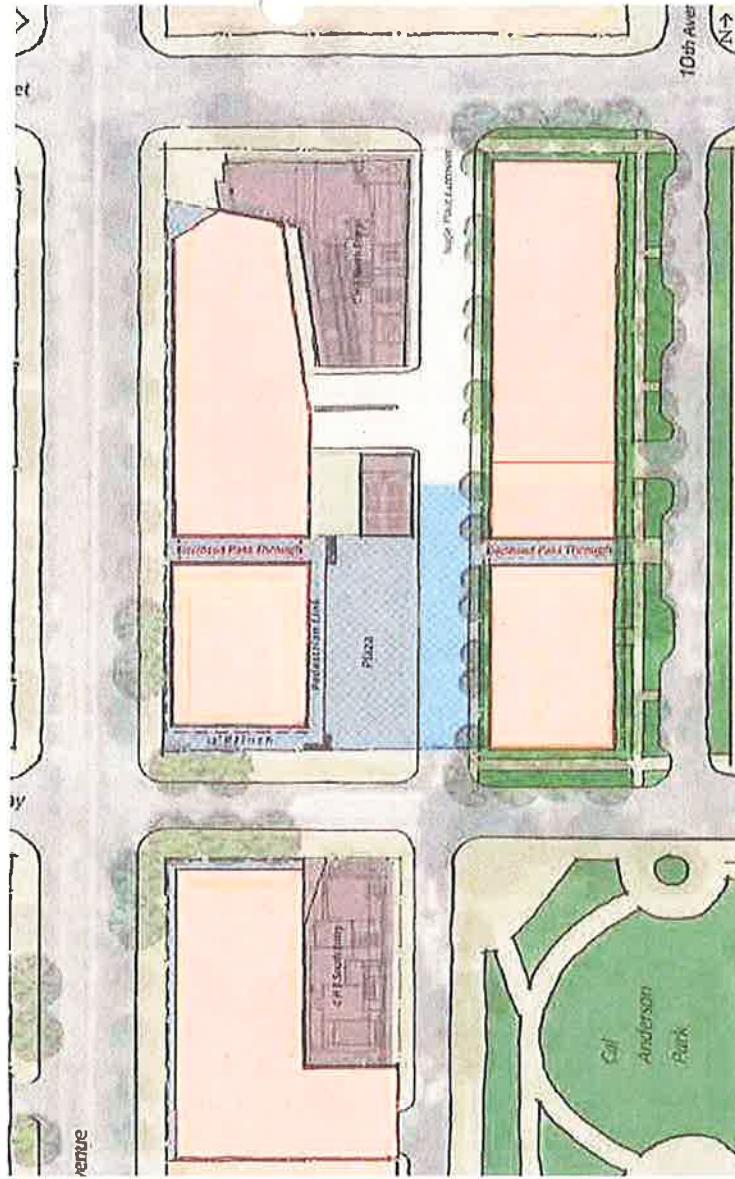
As elements of the "pooled" Amenity Area approach, Sites A and B will have east-west enclosed pedestrian passageways, connecting Broadway to the plaza, Nagle Place Extension, and 10th Avenue East. These passageways are to be the full height of the ground floor-to-floor dimensions (15 - 20 feet), of similar width (15 - 20 feet), located approximately on axis with the Vent Shaft to allow a break in Broadway street facade. The west facade break will have provide an architectural feature to emphasize the pass-through. The passageways will have public accessibility, but will be managed as private space, subject to compatible building uses, such as residential lobby access. At the discretion of the Site A developer, the pass-through may be open to the sky.

PEDESTRIAN PLINTH

The southern building facade of Site A will be set back 12 feet from the property line, providing a generous private space on the plinth adjacent and above the Festival Street. This provides a level surface for retail/restaurant frontages, while connecting to the pedestrian link on the east facade of the building.

PEDESTRIAN WAY

The pedestrian way along Site A's eastern facade provides a connection from the building pass-through to the plaza and Denny Way. Due to the grade change along Denny Way, this pedestrian way on the plinth requires stairs from the plinth to the sidewalk and street, a three-foot change in grade.



Capitol Hill Transit Oriented Development



Coordinated Development Plan - May 2013

GREEN FACTOR & SUSTAINABLE DESIGN

CITY GREEN FACTOR REQUIREMENT

The CDP provides for a coordinated or “pooled” approach to meeting City of Seattle Green Factor requirements. This approach is based on the total square footage of all parcels (10,748 s.f.), rather than that of each individual parcel. This approach provides flexibility and certainty for each developer that by the “pooled” approach not every site has to satisfy Green Factor requirements. As a result, the sites best able to provide amenities based on lot coverage and unifying design and functional principles, do so. Concepts recommended in the Urban Design Framework informed this approach.

The Green Factor Score Sheet ties to the locations and square footages of landscape elements that produce a score of 0.302, exceeding the City requirement of 0.3. Based on the Score Sheet, Site A is intended to have a green roof (Score C.2). However, alternative methods to achieve an equivalent score will be considered if a green roof creates a structural hardship.

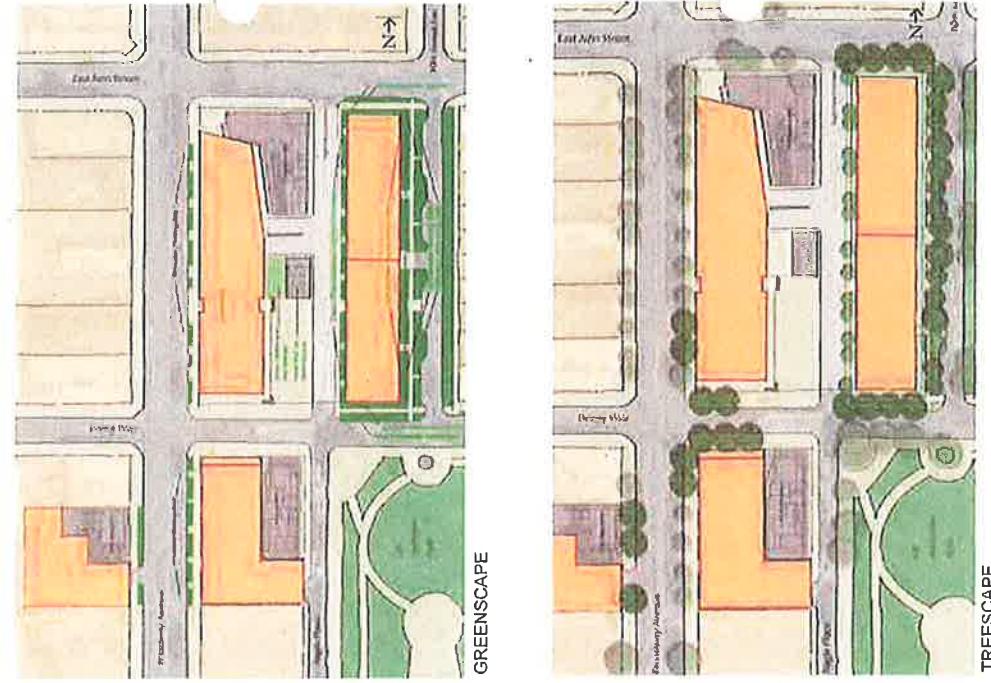
GREEN BUILDING REQUIREMENT

While not a Green Factor requirement, developers will be required by Sound Transit to meet or exceed green building standards. Sound Transit TOD projects must meet at minimum the LEED Silver/Energy Standard equivalencies. Bonus points in the RFQ/T process will be considered for development projects that propose to exceed the minimum green building standards.

SUSTAINABILITY DESIGN

The recently released Capitol Hill Eco-District report outlines strategies and considerations any developer should evaluate in pursuing sustainable building practices, such as participating in the Seattle 2030 District and providing for district approaches to energy and water management.

Green Factor Score Sheet		Seattle Green Factor	
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Capitol Hill Transit Oriented Development



PUBLIC BENEFIT & URBAN DESIGN FRAMEWORK VISION

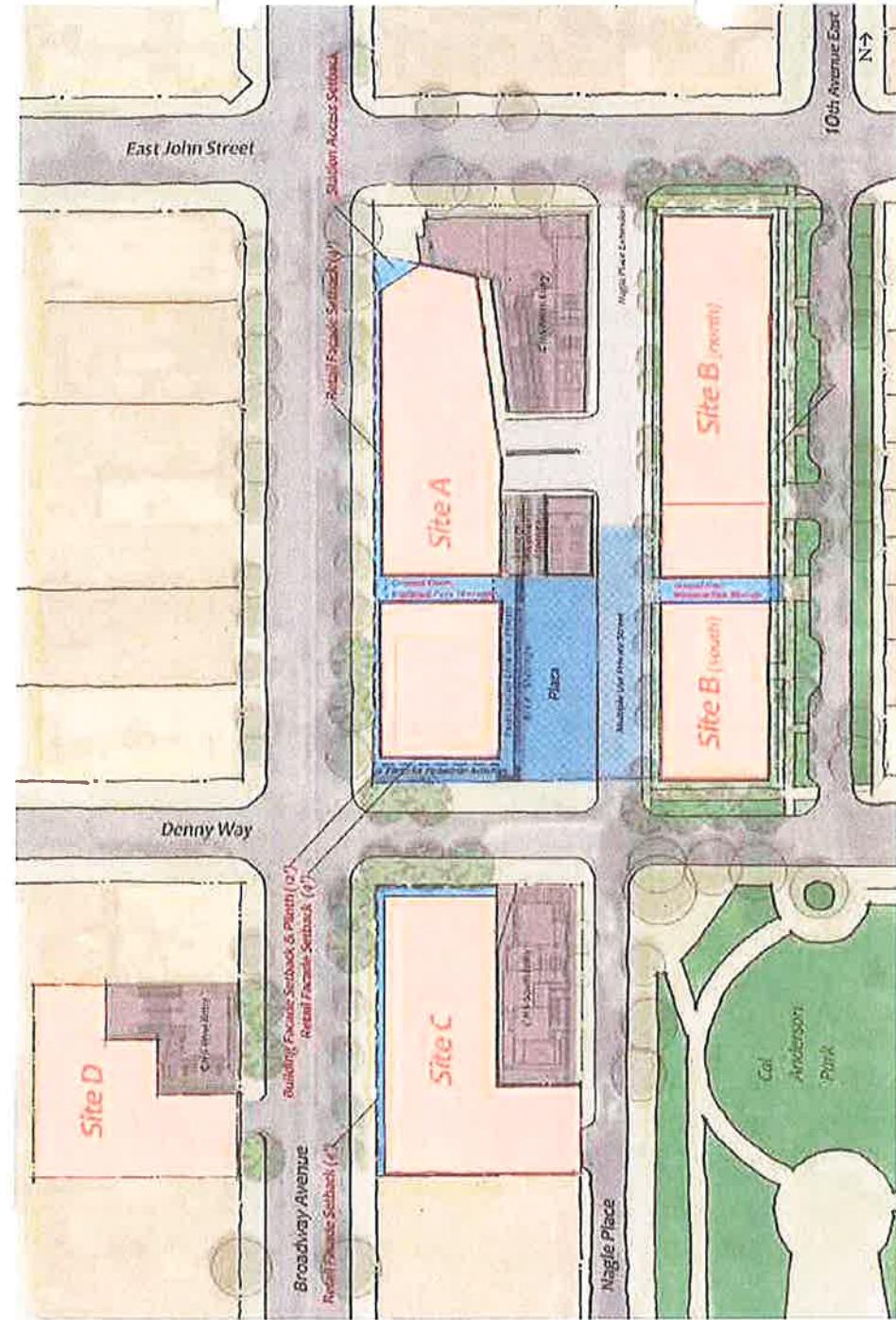
PUBLIC BENEFIT

Sound Transit TOD policy encourages the agency to demonstrate good transit-oriented design and land use mixes appropriate to their setting, transit mode, and market conditions. An approved Development Agreement would create appropriate regulations, to be further guided by encumbrances and design guidelines by way of this Coordinated Development Plan and City-adopted new community design guidelines that will apply to the TOD sites.

In response to the above policy, the public benefits shown in the CDP are voluntary on Sound Transit's part. They exceed any public benefits provided by recent Broadway developments, and are not those typically required by City development regulations.

The centerpiece of good transit-oriented design are those amenities that encourage place making and active spaces. Sites A and B, that could accommodate the popular and vibrant Broadway Farmers Market. As previously described, additional public benefits include bicycle parking in excess of code requirements, public access on and through private property, the place-making amenity of the main station block plaza and private plinth plaza adjacent to Denny Festival Street.

These enhancements, inspired by the UDF, are beyond those typically provided by new development projects. Superior public accessibility occurs east to west on the main station block, through the Site A and B-South buildings, along the eastern facade of Site A, and the full length of Nagle Place Extension, linking East John and Denny Way, and Broadway and 10th Avenue. The building pass-throughs, plaza and Nagle Place Extension, while private property, will be encumbered by Sound Transit for managed public use. Design and materials coordination will occur at the interface of Nagle Place Extension, the plaza and the Denny Way Festival Street.



The Capitol Hill Light Rail Station TOD Sites Urban Design Framework (UDF) embodies a considerable community effort to create a vision for Sound Transit's future development sites. In response to that effort, this Coordinated Development Plan has endeavored to incorporate numerous design elements and suggestions to be implemented through the Development Agreement.

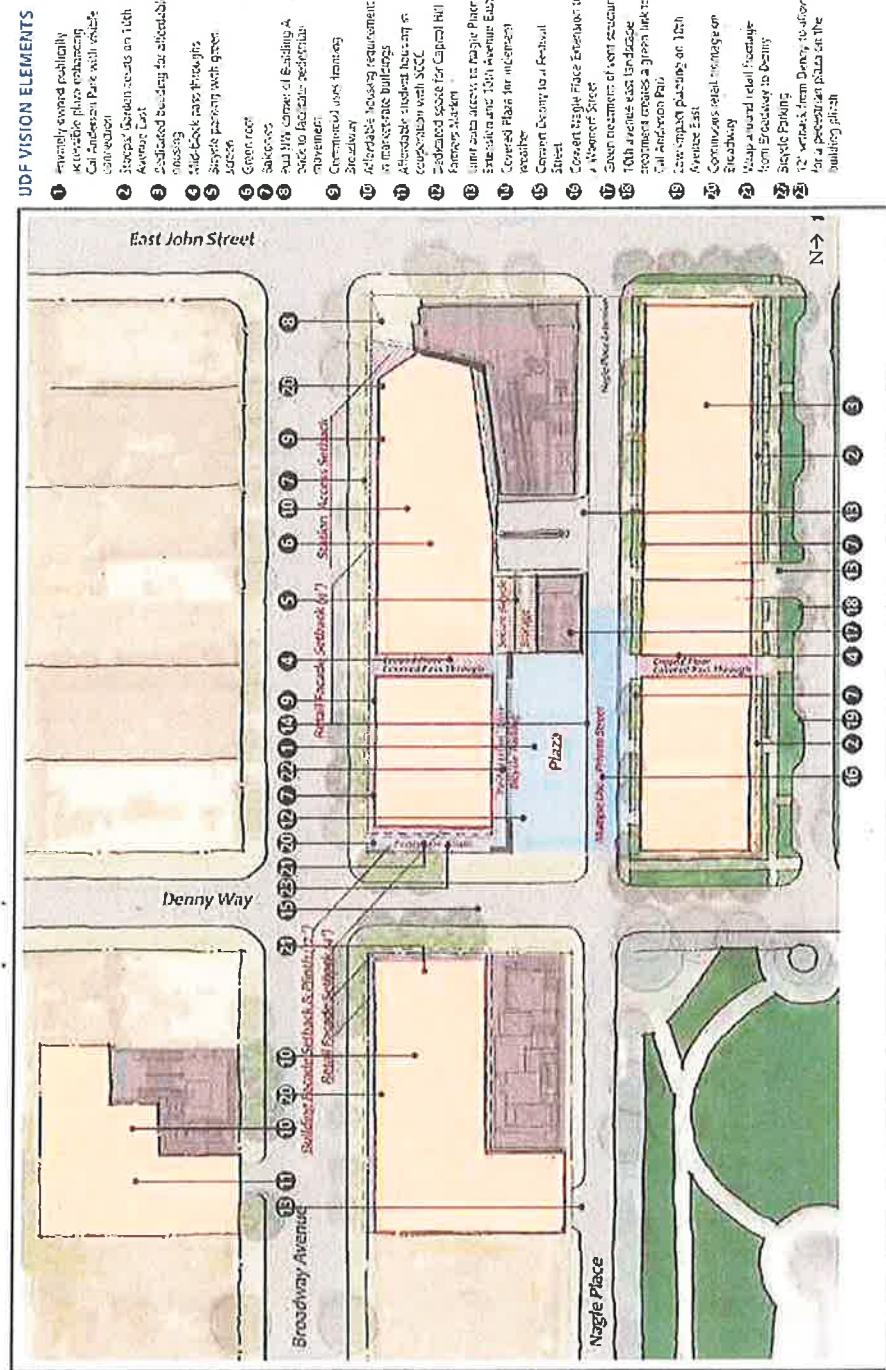
Major subjects addressed in the UDF include: street scape design, site plan hierarchy, the inclusion of affordable housing, lower than standard parking ratios, inclusion of community and commercial space, increased density, sustainable development practices and improvements for both bicycle and pedestrian access.

Specific recommendations also address the creation of a festival street on Denny's limited auto access to the main station site, widened sidewalks on Broadway, and the creation of a private woonerf-type street, Magic Place Extension. The UDF calls for a site plan hierarchy that includes: a mid-block pass through from Broadway to 10th Avenue East, a large central plaza intended to house the Broadway Farmers Market, commercial space at the ground floor on Broadway, and possible inclusion of stoops and gardens at the ground level on 10th Avenue East. Sound Transit's CDP includes provisions for all of the elements.

The UDF recognizes the importance of traffic circulation in the neighborhood and to the sites, calling for limits to auto access, reduced parking ratios, and no cut-through traffic on Magic Place Extension, among other suggestions. Non-motorized access is strongly advocated; the importance of plaza access, bicycle parking, and the pass-throughs are reflected in this plan. The aforementioned coordinated approach for sustainable development practices is evidenced in the green roof and plantings, and LEED building requirements.

The UDF calls for increased density on the site, recognizing the construction industry's "five over one" building type. This CDP, based on conventional market assumptions, anticipates a density equivalent of approximately 180 units per acre, within the limits of the allowed height and floor area ratios.

This Plan balances and achieves many of the UDF's recommended features.



This Plan provides a coordinated approach to vehicular traffic circulation, ensuring adequate site access and egress for vehicles, while minimizing conflicts with other modes of travel. This is important in the dense urban neighborhood setting of the Capitol Hill Station where there will be a combined substantial increase in transit service (regional light rail and local street car), and in the context of the needs of existing vehicular traffic.

Compared with the former built environment, the new development will create greater demands on the existing street system and its functionality due to a substantial increase in density. Also affecting this neighborhood circulation will be the East Denny Way Festival Street, altering use as an east-west neighborhood connection. The addition of the street car on Broadway, with curb parking eliminated will be major changes. The additional residential tenants and vehicles associated with redevelopment, along with the City's streetscape changes to Broadway, will occur in an environment changed by years of light rail and street car construction.

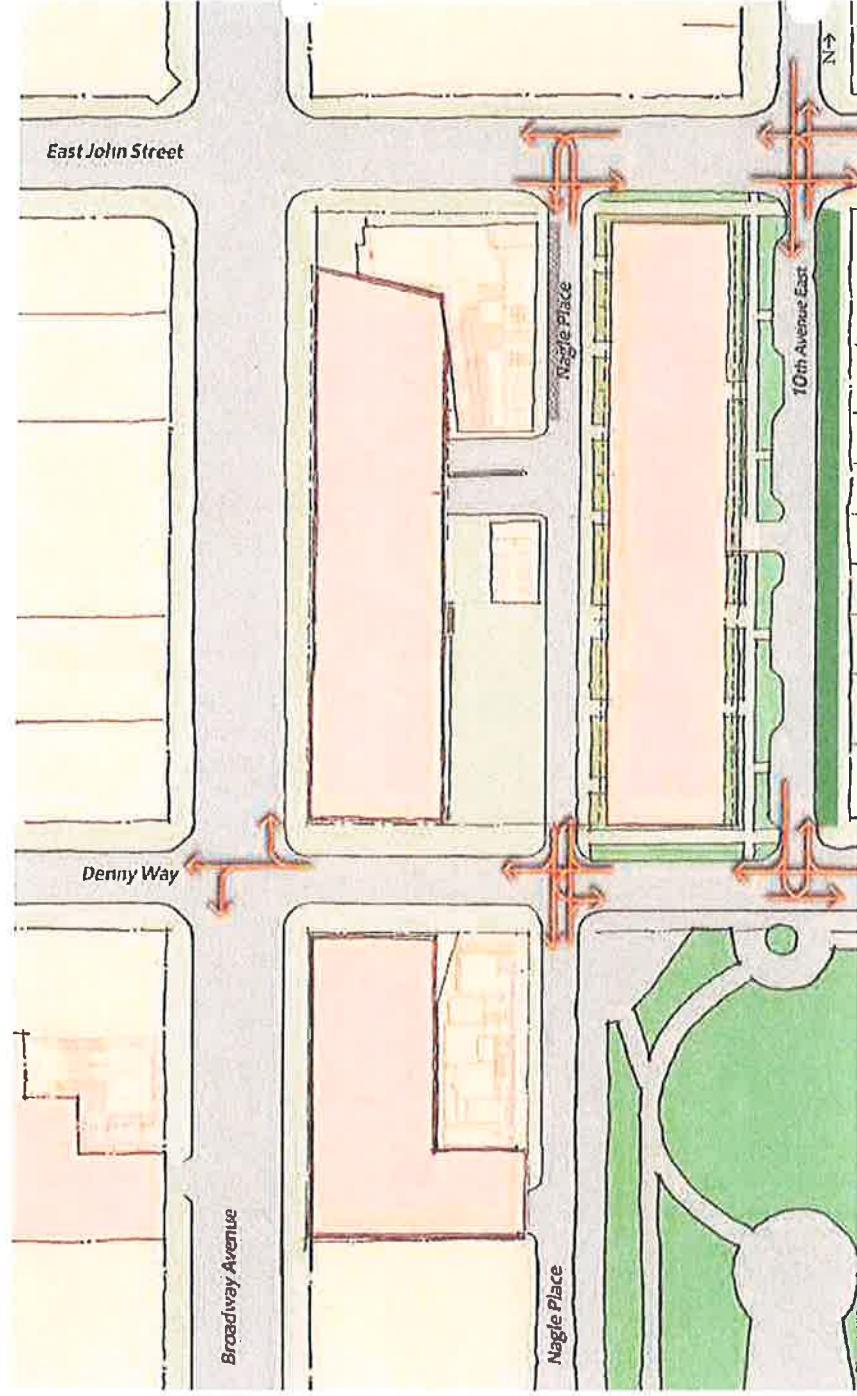
Even with these changes, Sound Transit's 2011 traffic analysis for the TOD sites and immediate neighborhood indicated no significant impact based on the planned development. New travel circumstances and patterns will occur with the completion of the station, the subsequent development, and new transit service.

The coordinated vehicular circulation plan provides for these changes, while protecting the integrity of the neighborhood and enhancing the ancillary-creating elements of the new development, including the main station block plaza, Nellig Place Extension (NPE), and the Denny Festival Street. The circulation plan, worked out through negotiations leading to the Development Agreement, indicates how the traffic patterns in the vicinity of the sites will function. Ensuring accessibility to NPE is fundamental to the success of the new main station block development and in reducing impacts on the neighborhood. NPE is necessary for Site A and B resident access and service requirements including Sound Transit facilities service parking (see hatched area), as well as for the potential of the farmers market and other plaza uses. NPE will not function as a "cut-through" street between Denny and John Street.

Sound Transit will retain access to its facilities for planned and emergency maintenance via the plaza and NPE. As allowed by the approved station MUP, agency parking will be provided adjacent the eastern wall of the North headhouse (hatched area).

Implementing the coordinated circulation plan ensures neighborhood vehicular accessibility that contributes to an overall sense of place, functionality and development continuity.

Capitol Hill Transit Oriented Development



VEHICULAR GARAGE ACCESS

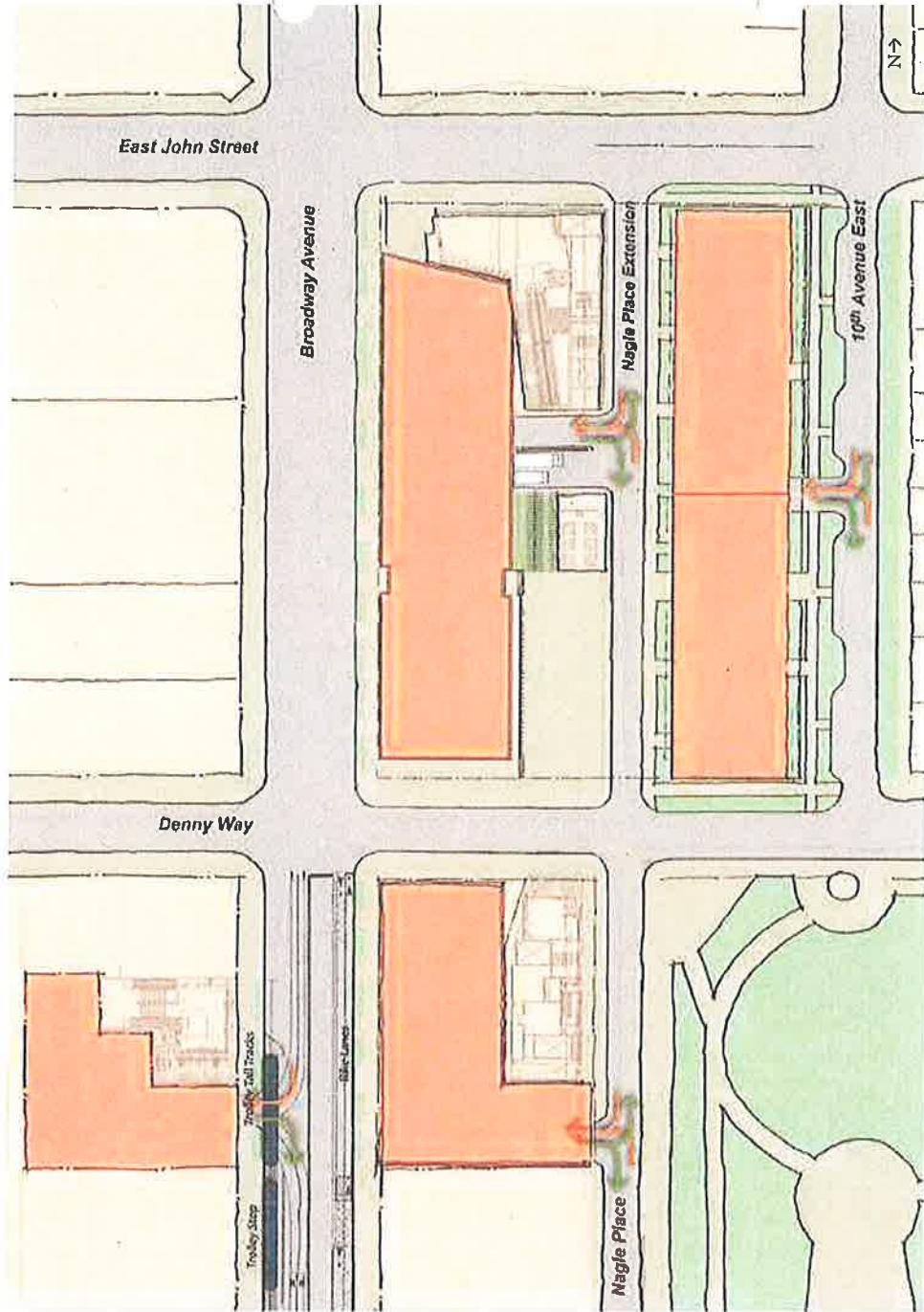
Vehicular garage access is a fundamental development right for each site, central to their functional and financial success. At each site, a below-grade parking option must be provided to respond to the market and service requirements, such as garbage removal. The access points, as negotiated with Seattle Department of Transportation, are shown with colored arrows.

In concert with the coordinated circulation plan, vehicular garage access must address site constraints based on the location of transit facilities, limited points of site access, the economics of underground parking, the surrounding street grid, and the individual and combined uses of the Denny Festival Street and the Nagle Place Extension.

Site A parking garage access is from Nagle Place Extension (NPE), adjacent to the site's retail and service loading dock. Access and egress will be to and from Nagle Place, Denny Way, and East John Street. For days and times the plaza or festival street is in use, vehicular traffic on the south end of NPE will be restricted by the property owner. North end access for Sites A, B-North and South will occur on NPE.

Sites B parking access is required to be off 10th Avenue East because it is more efficient, costs less than access off Nagle Place Extension, and avoids vehicular conflicts with NPE pedestrians, bicyclists, plaza activities, and with Site A service delivery requirements.

Site C's required curb cut has only one feasible location, access from Nagle Place. Similarly, Site D is constrained to a single curb cut location on Broadway that will be fronted with the First Hill Street Car Station track, potentially creating a temporary blocking of the curb cut due to transit operations. That conflict will be resolved when the street car expands northward on Broadway.



GARAGE PLANS

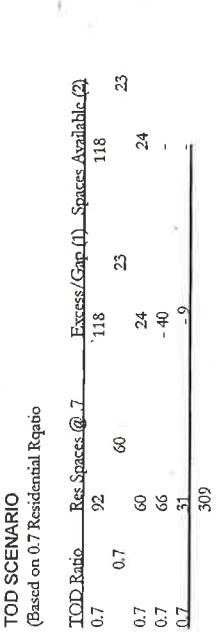
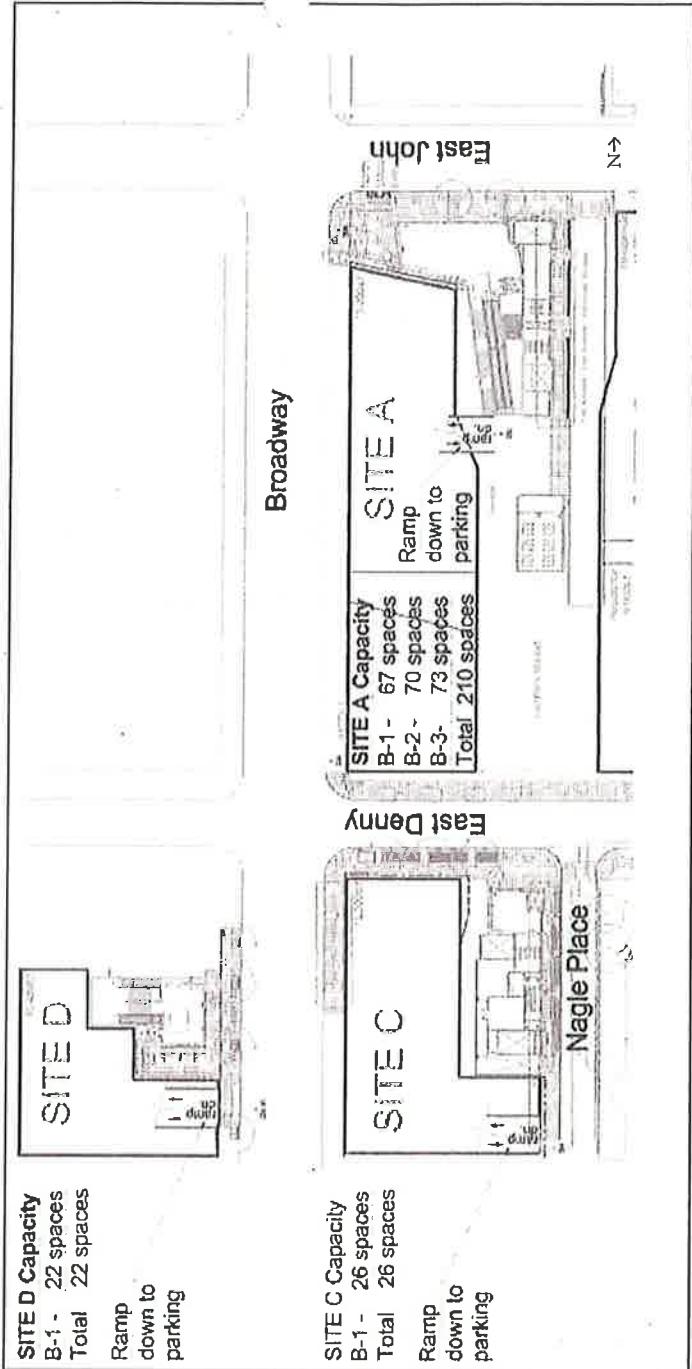
Explicit garage plans have been prepared to understand the feasibility, constraints, and potential capacity for each site. The parking space counts in the below table are a conservative indication of how the market might respond, as opposed to any required minimum or maximum. Underground parking will be a considerable expense to developers. However, the City has no minimum parking requirement.

There is the potential for developer to work together to create a pooled approach to site parking, as no one site can exceed a residential ratio of .7 stalls per unit. In addition, there is the requirement that parking stalls be unbundled from all affordable housing unit rents.

Site A, with its Broadway retail frontage, has the greatest potential need for commercially-related parking. However, the site is constrained somewhat by an inefficient shape for underground parking floors, as well as access off NPE.

Sites B-North and B-South will share a parking garage entrance off a 10th Avenue curb cut splitting the property boundary. Each developer will determine the parking required, within the overall average of .7 stalls per residential unit. This concession to a single curb cut creates the potential that the Site B owners may cooperate to find the most efficient and cost-effective way to build, and perhaps share, parking. Sites C and D have below grade constraints making a .7 ratio unlikely.

Sound Transit's preferred TOD ratio of .7 spaces per residential unit was not a factor in the market rate feasibility analysis. It is possible that site constraints and cost will reduce the preferred ratio. The requirement to unbundle parking cost from affordable unit rents may further reduce residential parking availability. Sound Transit will encourage all the TOD parcels to prevent on-site parking being used for transit park and ride purposes, or multi-hour commercial parking.



(1) "Excess/Gap" = Total Capacity - Residential Spaces @ 0.7

